

JH

13cv5339

9/10/13 - 21 Coneflower Lane, Princeton Junction, New Jersey 08550

phone: 609-548-6067

Dear Honorable Judge Chang,

Please accept this motion to dismiss in response to the papers filed in case # 1:13-cv-05339 . I got these papers on August 28, 2013. I am sending you documents from the Ugotposted website. I want you to know it is all third party submissions with 0 tolerance towards child pornography. All the information is given by the users including their names, cities, states, Facebook page link, age (18+) were required by the user. Other links including Twitter, Tumblr could also be given. Terms of service which is attached to this letter states that the site is protected under the First Amendment and 47 U.S.C. 230. (see terms of use).

If we knew who Jane Doe was we could check when the picture was posted on the site. We would be able to check the submission and IP address of the submission. We would give the information to the cops or authorities so they could prosecute the person who did it. I did not alter the photos that are submitted. A script automatically puts the watermark on the pictures. The user must agree to be solely responsible for the content posted on the website. (please see pages 23-28).

At no time did Amy and Roy Chanson have any association with the website. They did not even know about the website. I am 25 years old . My parents had no association with the site only me and Kevin Bollaert. We were the only two who were doing it. We always removed user content with a subpoena and fully cooperated with the cops when asked. I did not take pictures of anyone on the site including Jane Doe.

I am sending you all the site information so you know that in order to use the site, the user must provide all the contact information and agree they are 18 years of age. I no longer have anything to do with YougotPosted. As of October 25, 2012, the Ugotposted domain was moved from my account. On November 9, 2012 the trademark was changed to Kevin. I sold the website, domain names, and trademark to Kevin in February 15, 2013. It became official on March 2013. I no longer have any association with Yougotposted and Ugotposted. I have no access to the website, no passwords for the domain, website, server information or email addresses. If you need more information on Jane Doe, Kevin would be the one to contact. Respectfully,



Eric Chanson

Defendant



Date

FILED

SEP 16 2013

Judge Edmond E. Chang
United States District Court

- ii. Assignment. The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be.
- iii. Severability. If for any reason a court of competent jurisdiction or an arbitrator finds any provision of this User Agreement, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of this User Agreement will continue in full force and effect.
- iv. Complaints – California Residents: The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at 1-916-445-1254.
- v. No Waiver. No waiver or action made by the Publisher shall be deemed a waiver of any subsequent default of the same provision of this User Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this User Agreement.
- vi. Headings. All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of this User Agreement.
- vii. Complete Agreement. This User Agreement constitutes the entire agreement between the parties with respect to Your access and use of the Site and the Materials contained therein, and your Membership with the Site, and supersede and replace all prior understandings or agreements, written or oral, regarding such subject matter.
- viii. Other Jurisdictions. Publisher makes no representation that the Site or any of the Materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content may be illegal or is otherwise prohibited. Those who choose to access the Site from such locations do so on their own initiative and are solely responsible for determining compliance with all applicable local laws.

Content posted on this website

As a YouGotPosted user you may join the community of content contributors and submit Image & Video content (User Uploads) and

textual content (Comments/Replies). User Uploads and chat is collectively referred to as User-Submitted Content. You understand YouGotPosted does not guarantee any confidentiality with respect to any User-Submitted Content, and that any User-Submitted content is specifically intended to be viewed by any age-qualified person viewing the YouGotPosted site.

You shall be solely responsible for your own User-Submitted Content and the consequences of posting or publishing content. In connection with User-Submitted Content, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents and permissions to use and authorize YouGotPosted to use all patent, trademark, trade secret, copyright, right to privacy, right to publicity, or other proprietary commercial or personal rights in and to any and all User-Submitted Content to enable inclusion and use of the User-Submitted Content in the manner contemplated by the YouGotPosted website and these Terms of Use.

You understand and agree that the Content displayed on YouGotPosted is posted by third parties. YouGotPosted is not liable or responsible for Content posted by third parties.

YouGotPosted claims immunity from liability to the fullest extent under the law and as provided under the Communications Decency Act for Content posted by third parties and nothing in this Agreement is intended to waive, remove, or usurp such immunity.

You understand and agree that YouGotPosted may delete any Content that in the sole judgment of YouGotPosted violates the Terms of Use or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of YouGotPosted, its employees, associates or users. YouGotPosted is not responsible for any failure or delay in removing such Content.

This website may display images from, or otherwise link you, to other websites on the Internet. These websites may contain information or material that some people may find inappropriate or offensive. These other websites are not under YouGotPosted's control, and you acknowledge that YouGotPosted is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such websites. The inclusion of such a link does not imply endorsement of the website by YouGotPosted or any association with its operators.

You are solely responsible for the Content that you post on this website or otherwise transmit to other YouGotPosted users.

By posting Content on this website, you automatically grant, and represent and warrant that you have the right to grant, to YouGotPosted and visitors of YouGotPosted, an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, copy, perform, display and distribute such information, rights of publicity and Content and to prepare derivative works of, or incorporate into other works and other media, such information and Content, and to grant and authorize sublicenses of the foregoing.

You acknowledge that YouGotPosted is acting as a passive conduit of User-Submitted Content and that YouGotPosted is not undertaking any obligation or liability relating to any content or activity on the website. As such, YouGotPosted acts merely as a forum for the expression of ideas, thoughts, and information. YouGotPosted is not responsible for any inaccurate, wrong, offensive, inappropriate, or defamatory content that is contained herein.

YouGotPosted is not responsible for any User-Submitted Content that violates a community norms or mores. YouGotPosted expects and demands that you comply with all federal, state, provincial and local laws when using the website and when submitting or posting Content to the website. If you are unsure whether or not Content will violate a law, you are urged to contact an attorney prior to posting the Content. YouGotPosted cannot enforce every jurisdictions laws for all Content that is posted to this site. As such, YouGotPosted is not responsible for the User-Submitted Content of the website.

YouGotPosted and its administrators reserve the right (but not the obligation) in their sole discretion to refuse, delete, move or edit any and all Content that it deems is in violation of the law (including trademark and copyright law), or is abusive, defamatory, obscene or otherwise unacceptable, and you expressly agree that removal of any content by YouGotPosted is not to be construed as endorsement of any remaining content, and you expressly agree that you will never assert that YouGotPosted edits or amends any content for the purpose of establishing that YouGotPosted is a producer or author of any User-Submitted Content viewed via the YouGotPosted services.

You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness, or lawfulness of such Content. In this regard you acknowledge that you may not rely on any Content created by YouGotPosted or User-Submitted Content transmitted to the website. You are responsible for all your Content that is uploaded, posted, emailed, transmitted or otherwise made available via the Service.

A partial list of content that is illegal or prohibited includes content that:

- Provides material that constitutes child pornography or which involves depictions of nudity or sexuality by an age-inappropriate-looking performer (i.e., someone who looks younger than 18, regardless of their actual age) or by a performer who is portrayed or otherwise made to appear as a person under the age of 18 by virtue of the script, make-up, demeanor, costuming, settings or props; This includes board posts or comments that talk about real life sexual accounts with underage individuals. This includes educational fictitious events;
- Exploits or solicits personal information from anyone under 18;
- Violates any national, federal, state, provincial or local laws, rules, regulations, or ordinances concerning obscenity;
- Provides material associated with rape or simulated rape;
- Harasses or invades the privacy of another person;
- Provides instructional information about illegal activities such as making or buying illegal weapons, violating someones privacy, or providing or creating computer viruses;
- Promotes an illegal or unauthorized copy of anothers copyrighted work, such as pirated computer programs or links to them, or providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- Involves transmission of junk mail, chain letters or unsolicited commercial email or spam;
- Promotes information you know is false, misleading or promotes illegal activity or conduct that is abusive, threatening, obscene, defamatory or libelous;
- Contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- Includes any material not fully in compliance with United States Code, Title 18, Section 2257 et seq or any other applicable statutes, or laws of any other jurisdiction concerning depictions of sexually explicit conduct;
- Solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- Involves sending advertisements in chat or instant messaging messages;
- Engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes;
- Includes any file or data stream that contains viruses, worms, Trojan horses or any other destructive features.

You agree that YouGotPosted may review complaints about User-Submitted Content and take action upon such complaints at its

sole discretion.

You are solely responsible for any content you post and YouGotPosted will investigate and take legal action, in its sole discretion, against anyone who violates these Terms of Use, including removal of the offending post from the service and termination of your account. Please note that you may not permit any other person to use your account and that you must immediately inform us of any apparent breach of security, such as loss, theft or unauthorized disclosure or use of a username or password.

Code of conduct

You agree that you will not post, or otherwise distribute or facilitate distribution of any Content that:

- a. is illegal, unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy or publicity rights, tortious, or otherwise violates YouGotPosteds rules or policies;
- b. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- c. constitutes unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- d. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- e. contains information, material, or pictures of any person who is not both older than eighteen (18) years old and over the age of majority in such persons state, province, or country of residence; or
- f. that is otherwise prohibited on our Rules and Guidelines page.

You also agree that you will not:

- a. harvest or collect information about the users of this website;
- b. use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or communications;
- c. knowingly solicit or collect personal information from a minor under eighteen (18) years of age;
- d. use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission;
- e. use any device, software or routine to bypass or to interfere or

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18 U.S.C. Section 2257 Compliance Notice

This service is an interactive computer service as defined under 47 U.S.C. § 230(f), as well as an Internet access service as defined under 47 U.S.C. § 231(e), that is statutorily exempt from being considered a producer under 18 U.S.C. § 2257(h)(2)(B).

ugotposted.com is not a producer (primary or secondary) of any and all of the content found on the website (ugotposted.com). With respect to the records as per 18 USC 2257 for any and all content found on this site, please kindly direct your request to the site for which the content was

Content Produced by Third Parties: The operators of ugotposted.com are not the "producers" of any depictions of any actual or simulated sexually explicit conduct. To the extent that any such content appears on this site, the operators' involvement with respect thereto is limited to the transmission, storage, retrieval, hosting and/or formatting of depictions posted by third party users, on areas of the website under the users' control. ugotposted.com posters, the third party "producers" of actual or simulated sexually explicit conduct, are responsible for maintaining the verification documentation required by Title 18 U.S.C. 2257. A 2257 Form can be found [here](#). Pursuant to Title 18 U.S.C. 2257(h)(2)(B)(v) and 47 U.S.C. 230(c), the operators of this website reserve the right to delete content posted by users which operators deem to be indecent, obscene, defamatory or inconsistent with their policies and terms of service. Questions or comments regarding this Exemption Statement should be addressed to our staff at <http://www.ugotposted.com/contact>

ugotposted.com is a photo and video sharing site in which allows for the uploading, sharing and general viewing of various types of adult content

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and while ugotposted.com does the best it can with verifying compliance, it may not be 100% accurate. ugotposted.com abides by the following procedures to ensure compliance: Requiring all users to be 18 years of age to upload. When uploading, user must verify the content; assure he/she is 18 years of age; certify that he/she keeps records of the models in the content and that they are over 18 years of age.

All other visual depictions displayed on this website are exempt from the provision of 18 U.S.C. section 2257 and 28 C.F.R. 75 because they do not portray conduct as specifically listed in 18 U.S.C section 2256 (2) (A) through (D), but are merely depictions of non-sexually explicit nudity, or are depictions of simulated sexual conduct, or are otherwise exempt because the visual depictions were created prior to July 3, 1995.

For further assistance and/or information in finding the content's originating site, please contact ugotposted.com compliance at
<http://www.ugotposted.com/contact>

Without limiting in any way the applicability of the above-stated exemptions, the operators of this website have designated the custodian, whose address appears below, to be the keeper of original records described in 18 U.S.C. § 2257 and 28 C.F.R. § 75:

You Got Posted Custodian of Records 1765 Garnet Ave #27 San Diego,
CA 92109
ugotposted@gmail.com

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DMCA

- **NOTICE AND TAKEDOWN PROCEDURES:** The Publisher implements the following "notice and takedown" procedure upon receipt of any notification of claimed copyright infringement:
 1. The Publisher reserves the right at any time to disable access to, or remove any material or activity accessible on or from the Site or any Materials claimed to be infringing or based on facts or circumstances from which infringing activity is apparent.
 2. It is the firm policy of the Publisher to terminate the account of repeat copyright infringers, when appropriate, and the Publisher will act expeditiously to remove access to all material that infringes on another's copyright, according to the procedure set forth in 17 U.S.C. §512 of the Digital Millennium Copyright Act ("DMCA"). The Publisher's DMCA Notice Procedures are set forth in the preceding paragraph. If the notice does not comply with Paragraph XIII and §512 of the DMCA, but does comply with three requirements for identifying Site that is infringing according to §512 of the DMCA, the Publisher shall attempt to contact or take other reasonable steps to contact the complaining party to help that party comply with the notice requirements.
 3. When the Designated Agent receives a valid notice, the Publisher will expeditiously remove and/or disable access to the infringing material and shall notify the affected user. Then, the affected user may submit a counter-notification to the Designated Agent containing a statement made under penalty of perjury that the user has a good faith belief that the material was removed because of misidentification of the material. After the Designated Agent receives the counter-notification, it will replace the material at issue within 10-14 days after receipt of the counter-notification unless the Designated Agent receives notice that a court action has been filed by the complaining party seeking an injunction against the infringing

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activity.

4. NOTICE OF CLAIMED INFRINGEMENT:

The Publisher respects the intellectual property of others, and we ask our users to do the same. We voluntarily observe and comply with the United States' Digital Millennium Copyright Act. If You believe that Your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Publisher's Designated Copyright Agent the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. Description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on a Site;
- d. Your address, telephone number, and email address;
- e. A statement by You that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by You, made under penalty of perjury, that the above information in your Notice is accurate and that You are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
- g. You may send your Notice of Claimed Infringement to:
YOU GOT POSTED
1765 Garnet Ave Suite 27
San Diego, CA 92109
youtgotposted@gmail.com
- h. Please do not send other inquiries or information to our Designated Agent.

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Contact

If you made a post and want it deleted please contact us with the link to the post and the password.

If you know or suspect that a post contains child pornography please contact the [NCMEC](#), [ICAC](#), or local law enforcement. We have a zero-tolerance policy in regards to child exploitation and will assist in the prosecution of offenders.

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1765 Garnet Ave

Suite 27

San Diego, CA 92109

E-Mail: yougotposted@gmail.com

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Post Nudes

UGOTPOSTED.COM has a zero-tolerance policy against child pornography, we will ban and report to the appropriate authorities any user who exploits children.

We respect the rights of copyright holders, and require users to have the legal right to upload and share their media. We comply with the Digital Millennium Copyright Act (DMCA) and other applicable copyright laws, and promptly remove infringing content when properly notified. Repeat infringers' files are removed and their accounts are terminated.

PLEASE DO NOT POST MORE THAN ONCE. ALL POSTS ARE MODERATED

Full Name (Who is it?) (required)

Location (City, State, Country)

Age (Only 18+) (required)

Facebook Link (required)

Other Links (Twitter, Tumblr, Etc.)

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Password (Used for post deletion)**Terms (required)**

I have read and agree to YouGotPosted.com's Terms of Use

I assume all responsibility for the post I am making and I'm aware of
the laws in my jurisdiction

I CONFIRM THAT I AM AT LEAST **18 YEARS OLD** AND THE
PERSON BEING POSTED WAS AT LEAST **18 YEARS OLD** AT THE
TIME THE PHOTOS WERE TAKEN AND WILL PROVIDE 2257
RECORDS UPON REQUEST.

Pictures and Videos (required)ConnecticutCouplesD.C.DelawareEnglandFloridaGeorgiaGirlsGuysHawaiiHondurasIllinoisIndianaKansasKentuckyLouisianaMaineMarylandMassachusettsMexicoMichiganMississippiMissouriNevadaNew HampshireNew JerseyNew YorkNorth CarolinaNorth DakotaOklahomaOregonPennsylvaniaPeruPolandSouth CarolinaSouth DakotaSpainTennesseeTexasUnited KingdomUtahVermontVideoVirginiaWashington

RECORDS KEEPING COMPLIANCE FORM **PURSUANT TO 18 U.S.C. § 2257**

MODEL IDENTIFYING INFORMATION AND AFFIDAVIT: Model understands that all the information given in this Agreement is being provided to comply with federal law and any false statement will subject Model to both a civil action by Producer as well as criminal prosecution under federal and state law.

a. Legal Name: _____
(Full Current Legal Name: First, Middle, Last) b. Date of Birth: _____
(Model's Initials)
Age: _____
(Month, Day and Year)

c. Primary identification document must be government issued passport, driver's license, motor vehicle department ID, or military ID: (Each should be described, including the ID number. Clear, good-quality photocopies of each must be attached to this Form and the photocopies must be signed in ink by Model):

(1) First form of identification: _____

ID # _____

(2) Second form of identification: _____

ID # _____

d. All other names ever used (include previous legal names, stage names, Web handles, maiden or married names, aliases, professional names and nicknames):

(1) _____
(Stage Name for this Production)

(a) _____
(All other names)

(2) _____
(Maiden Name if applicable)

(b) _____
(All other names)

(3) _____
(Previous legal name, if applicable)

(c) _____
(All other names)

e. Phone # () _____ [Optional]

SWORN STATEMENT: "UNDER 28 U.S.C. §1746 AND THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I SWEAR THAT THE FOREGOING IS TRUE AND CORRECT AND THAT EACH OF THE IDENTIFICATION DOCUMENTS WHICH I HAVE PROVIDED AND OF WHICH I HAVE SIGNED THE ATTACHED COPY WAS LAWFULLY OBTAINED BY ME AND HAS NOT BEEN FORGED OR ALTERED."

Signature: _____ Today's Date: _____
Model's Signature (using full legal name)

MODEL MUST ALSO SIGN ATTACHED COPIES!

UNDER 28 U.S.C. §1746 AND THE PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I SWEAR THAT I BELIEVE THE FOREGOING IS TRUE AND CORRECT, THAT I HAVE PERSONALLY EXAMINED THE MODEL'S PHOTO IDENTIFICATION AND DATE OF BIRTH, AND THAT I HAVE OBSERVED THE ORIGINALS OF EACH OF THE IDENTIFICATION DOCUMENTS OF WHICH COPIES ARE ATTACHED HERETO AND SIGNED BY THE MODEL.

Today's Date: _____
Signature of Primary Witness

Print Name of Witness _____

Copy of Depiction Attached: Hardcopy/Digital Internet Location/URL: _____



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Legal

UGOTPOSTED.COM's Privacy Policy prohibits the release of it's users information without express permission from them, except when required by law, to conform to the edicts of the law, or to comply with legal process properly served on UGOTPOSTED.COM or one of its affiliates.

If you seek the identity or account information of a UGOTPOSTED.COM customer in connection with a criminal or civil legal matter, you must mail, or serve UGOTPOSTED.COM with a valid subpoena.

Submission of Subpoenas

UGOTPOSTED.COM is headquartered in San Diego, CA and all criminal or civil subpoenas should mailed to:

YOU GOT POSTED
1765 Garnet Ave Suite 27
San Diego, CA 92109

For fastest service E-MAIL to: yougotposted@gmail.com

Please include a return e-mail address

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Eric Steven <ericxsteven@gmail.com>

Fw: Move Completed: .COM Domain Name Order of yougotposted.com moved from your Customer Account

1 message

ericxsteven@gmail.com <ericxsteven@gmail.com>

Thu, Oct 25, 2012 at 11:55 AM

Reply-To: ericxsteven@gmail.com

To: ericxsteven@gmail.com

Sent from my Verizon Wireless BlackBerry

From: WebCare360 <sales@webcare360.com>

Date: Thu, 25 Oct 2012 15:46:15 +0000 (GMT)

To: <ericxsteven@gmail.com>

Subject: Move Completed: .COM Domain Name Order of yougotposted.com moved from your Customer Account

Dear Customer,

Your .COM Domain Name has been moved to another Customer. You will no longer be able to Manage this Order from your Control Panel.

**FREE! with EVERY
Domain Name**

Order Details

Order ID: 46389997

Order Description: yougotposted.com

Product: .COM Domain Name

Support

For any support with respect to your relationship with us you can always contact us directly using the following Information.

Technical Support:

Tech Support URL: <http://www.webcare360.com/contact.html>

Sales Contact:

Email Address: sales@webcare360.com

Tel No.: +92.3216643233

Fax No.: +92.3334858791

- Privacy Protection
- DNS Service
- Domain Forwarding
- Domain Theft Protection
- Dedicated Support
- Bulk Tools
- Easy to use Control Panels
- Domain Secret Management
- Expiry Reminders
- Renewal Management Tools
- Contact Management Tools

Billing Contact:

Email Address: domain@webcare360.com

Tel No.: +92.3216643233

Fax No.: +92.3334858791

Best Regards,

sales@webcare360.com

webcare360@live.com

Tel: +92.415500130

Note:

YOU GOT POSTED™

[Girls](#) [Guys](#) [Videos](#) [Members](#) [Replies](#) [Post Nudes](#)

You Got Posted™ contains sexually explicit content and is for **ADULTS ONLY**. If you are under 18 years old, [exit](#). You must agree to our [terms](#) before accessing this site. All content posted to this site is user submitted. YOUGOTPOSTED™ is protected under the [First Amendment](#) and [47 U.S.C. § 230](#). UGOTPOSTED™ has a zero-tolerance policy against child pornography. We will terminate and report to the authorities any user who posts illegal content. [DMCA Compliance 2257 Exempt](#)

Terms Of Use

MEMBER USER AGREEMENT FOR

ugotposted.com

You must read and agree to these Terms and Conditions before you can visit, join, or submit content to the above-referenced Site ("Site") Please read them carefully. By obtaining a Membership with the Site, or otherwise using or accessing the Site's content, you agree to be bound by the following Terms and Conditions:

TERMS & CONDITIONS/USER AGREEMENT

Effective Date: July 10th, 2012

Last Modified: August 6th, 2013

1. PRELIMINARY PROVISIONS:

- a. **Party Definitions and Introductory Terms** – The operative parties referred to in this user Agreement are defined as follows:
 - i. You Got Posted, is currently the publisher and operator of the following Sites, and this Agreement applies to all of them equally:
 - www.ugotposted.com

Hereinafter, You Got Posted d/b/a any one of the above Sites shall be referred to as "COMPANY". When first-person pronouns are used in this Policy, (us, we, our, ours, etc.) these provisions are referring to You Got Posted d/b/a any one of the above sites, or as any other site that we may choose to publish in the future. Additionally, when the terms "The SITE" or "SITE" are used, these terms refer to any site published by us, unless a site is specifically exempt from this policy.

- ii. "You," the "User" – As the user of this site, this policy will refer to the user as "you" or through any second-person pronouns,

**POST
NUDES**



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Username

Password

Remember Me

Categories

[Alabama](#)

[Alaska](#)

[Arizona](#)

[Arkansas](#)

[Australia](#)

[California](#)

such as "yours," etc. Hereinafter, the user of the site shall be referred to in applicable second-person pronouns. You certify that you are over 18 years of age, and competent to engage in contracts.

- iii. User vs. Member – For the purposes of this Agreement, all Members are Users, but not all Users are Members. This Agreement applies to all Users whether they are members or not. You become a User by accessing this Site in anyway. You need not become a Member of the Site to make this Agreement apply to You.
- b. What this Agreement is – This Agreement is a legal contract between You and the Publisher. You should treat it as any other legal contract by reading its provisions carefully, as they will affect Your legal rights. By accessing the Site in any manner, You are affirmatively agreeing to be bound by all of the terms contained in this User Agreement. You may not pick and choose which terms apply to You. If You do not agree with all of the terms in this Agreement, You must cease all access and use of the Site and any other services provided by the Publisher.
- c. Consideration – Consideration for Your acquiescence to all of the provisions in this Agreement has been provided to You in the form of allowing You to use Our Site and Our Services. You agree that such Consideration is both adequate, and that it is received upon your viewing or downloading any portion of any of the Publisher's Site(s).
- d. Electronic Signatures / Assent Required:
 - i. Nobody is authorized to access this Site unless they have signed this Agreement. Such signature does not need to be a physical signature, since this Agreement is intended to be governed by the Electronic Signatures in Global and National Commerce Act (E-Sign Act). You manifest Your agreement to this User Agreement by taking any act demonstrating Your assent thereto. Most likely, You have clicked or will click a button containing the words "I agree" or some similar syntax. You should understand that this has the same legal effect as You placing Your physical signature on any other legal contract. If You have not yet done so, You must immediately [click here](#) to electronically sign this Agreement.
 - ii. If You fail to sign this Agreement, You understand that You are an unauthorized user of the Site, despite any payments made or subscriptions sold to You. No act or omission by the Publisher should be interpreted as a waiver of the requirement that You assent to this User Agreement. If You fail to do so, You are still bound by the terms of this Agreement by virtue of Your viewing the Site or using any portion of the Site or

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[Honduras](#)
[Illinois](#)
[Indiana](#)
[Kansas](#)
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[Maine](#)
[Maryland](#)
[Massachusetts](#)
[Mexico](#)
[Michigan](#)
[Mississippi](#)
[Missouri](#)
[Nevada](#)
[New Hampshire](#)
[New Jersey](#)
[New York](#)
[North Carolina](#)
[North Dakota](#)
[Ohio](#)
[Oklahoma](#)
[Oregon](#)
[Pennsylvania](#)
[Peru](#)
[Poland](#)
[South Carolina](#)
[South Dakota](#)
[Spain](#)
[Tennessee](#)
[Texas](#)
[United Kingdom](#)
[Utah](#)
[Vermont](#)

Publisher's services. However, if You fail to electronically sign this Agreement, You stipulate to and agree to pay the Publisher \$250 each time You access the Site as liquidated damages for unauthorized access and use, and You agree to pay all of our costs and expenses, including Attorney's fees and costs, incurred in collecting this unauthorized access fee from You.

[Video](#)[Virginia](#)[Washington](#)[West Virginia](#)[Wisconsin](#)[Wyoming](#)[You Got Posted](#)

- e. If You are seeking information regarding any illegal activities, please leave this Site immediately. You acknowledge that you are aware of the community standards in your community, and You will only access the content on the Site if you believe that the content on the Site does not offend the community standards prevalent in Your community.
- f. You agree not to use or access the Site if doing so would violate the laws of Your state, province, or country.

g. Revisions to this User Agreement:

- i. From time to time, We may revise this Agreement. We reserve the right to do so, and You agree that We have this unilateral right. You agree that all modifications or changes to this Agreement are in force and enforceable immediately upon posting. Any updated or edited version supersedes any prior versions immediately upon posting, and the prior version is of no continuing legal effect unless the revised version specifically refers to the prior version and keeps the prior version or portions thereof in effect.
- ii. We agree that if we change anything in this Agreement, we will change the "last modified date" at the top of this Agreement so that it is immediately obvious that we have updated the Agreement. You agree to periodically re-visit this web page, and to use the "refresh" button on Your browser when doing so. You agree to note the date of the last revision to this Agreement. If the "last modified" date remains unchanged from the last time You reviewed this Agreement, then You may presume that nothing in the Agreement has been changed since the last time You read it. If the "last modified" date has changed, then You can be certain that something in the Agreement has been changed, and that you need to re-review it in order to determine how Your rights and responsibilities may have been affected by the revisions.
- iii. Waiver – if You fail to periodically review this Agreement to determine if any of the terms have changed, You assume all responsibility for your failure to do so and You agree that such failure amounts to Your affirmative waiver of Your right to review the amended terms. We are not responsible for Your neglect of Your legal rights.

h. Incorporations by reference. Although this User Agreement represents the primary terms and conditions of service for the You Got Posted network of Sites, additional guidelines and rules are hereby incorporated by reference. The documents which are specifically incorporated by reference, and are therefore part and parcel of this Agreement are the following:

- [Our Privacy Policy](#)

i. Online Conduct.

In order to continue to enjoy the privileges of being a user of the Site, you must follow the guidelines set forth in this Agreement. As a registered user, you agree that, among other things, you will not:

- 1) attempt to obtain the personal contact information of an other user without their consent; 2) use vulgar, harassing, obscene, privacy invading, or defamatory language; 3) do anything to disrupt the operation of the Site, services or network; 4) attempt to gain unauthorized access of the network to transmit "junk mail" or other mass mailings; 5) advertise or market any services or products; 6) post, upload or transmit false, misleading or illegal information or content to the Site, or take any action that violates the rights of third parties; 7) make false statements or attempt to use financial or other information that you are not authorized to use. Your postings shall be accurate and may be posted and/or edited, in our sole discretion, and should not contain vulgar or defamatory language. Additionally, as a condition of your use of the Site, you represent and warrant to Us that you will not use the Site for any purpose that is unlawful or prohibited by the applicable terms, conditions notices of this Agreement. You may not use the Site in any manner that could damage, disable, overburden or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. Any violation of these online conduct guidelines or terms and conditions will subject your account to immediate termination without notice. You agree to indemnify, defend and hold harmless, the Publisher and its parents and subsidiaries, and each of their respective officers, partners, members, managers, employees, agents and attorneys, against any and all liabilities , claims, actions, suits, proceedings, judgments, fines, damages, costs, losses and expenses (including settlement costs and/or reasonable attorneys' fees) arising from or relating to your use of the Site and/or Services, and any material that you submit to or transmit through the Site, your violation of this Agreement, your infringement or violation of the rights of another, or termination of your access to the Site and/or Services.

2. ACCESS FEES AND USER STATUS:

a. Access and limited license – All Users may access certain public areas of the Site. You understand that all We are selling You is access to Our services as We provide them from time to time. You need to provide Your own access to the internet, and any fees that You incur to access our Site are Your sole responsibility. We are not providing any hardware nor software to You – and You need to purchase or license the necessary hardware and software to access the Site. This User Agreement covers all public and non-public areas of the Site.

- i. Subject to all of the User Agreement and recognizing that and Our Services, the Publisher grants You a limited, nonexclusive, nontransferable personal license to access and use the Site and the Materials contained therein. Publisher provides the Materials on this Site for the personal, non-commercial use by viewers, fans, visitors, subscribers and/or potential subscribers of said Site. Users of this Site are granted a single copy license to view Materials (on a single computer only).
- ii. All Materials on the Site shall be for private non-commercial use only, and all other uses are strictly prohibited. Publisher reserves the right to limit the amount of materials viewed. You agree to prevent any unauthorized copying of the Site, or any of the Materials contained therein. Any unauthorized use of the Site or any of the Materials contained therein terminates this limited license effective immediately. This is a license to use and access the Site for its intended purpose and is not a transfer of title. You will not copy or redistribute any of the content appearing on this Site. Publisher reserves the right to terminate this license at any time if You breach or violate any provision of this Agreement, in which case You will be obligated to immediately destroy any information or materials You have downloaded, printed or otherwise copied from this Site. Violators of this limited license may be prosecuted to the fullest extent under the applicable law.

b. SPECIAL CONSIDERATIONS REGARDING MINORS:

- i. Age of Majority. In order to use the Site or any services provided by the Publisher, you must have attained the age of majority in your jurisdiction. You represent and warrant you are at least 18 or 21 years of age, depending on the age of majority in your jurisdiction, and that You have the legal capacity to enter into this Agreement. If You are not at least 18 or 21 years of age, depending on the age of majority in Your jurisdiction, you must exit the Site immediately and may not use or access the Site or print or download any Materials from

- i. You were asked to verify your birth date on the Birth Date Verifier form as a condition of entry onto the Site, pursuant to 28 U.S.C. §1746. Accordingly, if You provided incorrect information on the Birth Date Verifier page, You committed an act of perjury, this perjury was recorded, and this perjury may be used against You in any court proceeding or other tribunal of any kind.
 - ii. We specifically disclaim any responsibility or liability for any misrepresentations regarding a User's age. Users must utilize their own efforts to confirm age before relying on any User's age representation to the Site.
 - iii. You represent and warrant that You will not allow any minor access to this Site. Users should implement parental control protections, such as computer hardware, software, or filtering services, which may help users to limit minors' access to harmful material. You acknowledge that if Your computer can be accessed by a minor, that You will take all precautions to keep our Materials from being viewed by minors. You additionally acknowledge that if You are a parent, it is Your responsibility, and not Ours, to keep Our erotic content from being displayed to your children or wards.
- ii. WE HAVE A ZERO TOLERANCE POLICY FOR CHILD PORNOGRAPHY AND A ZERO TOLERANCE POLICY REGARDING PEDOPHILES OR ANY PEDOPHILIC ACTIVITY.
 - i. You understand that all depictions of all persons on this Site and in all Materials produced or published by the Publisher are of persons over the age of 18 as of the date of the production of the depiction. We take great measures to ensure that no underage models appear in any of our Materials.
 - ii. If You seek any form of child pornography (including so-called "virtual" child pornography), you must exit this Site immediately. We do not provide this kind of material and We do not tolerate those who provide this kind of material nor do we tolerate consumers of this kind of material.
 - iii. In order to further Our zero-tolerance policy, all Users agree that You will report any images, real or simulated, that appear to depict minors on our Site. If You see any images or other depictions that are questionable, You agree to report these images by emailing us at youtposted@gmail.com
 - iv. Include with your report any appropriate evidence, including the date and time of when the photo was taken and

identification. All reports will immediately be investigated and the appropriate action will be taken.

v. We enthusiastically cooperate with any law-enforcement agency investigating child pornography. If you suspect other outside Sites are participating in unlawful activities involving minors, please report them to <http://www.asACP.org>.

c. IMAGES AND CONTENT:

- i. Our Site(s) contain images and content, including but not limited to text, software, images, graphics, data, messages, or any other information, and any other World Wide Website owned, operated, licensed, or controlled by the Publisher (collectively, "Materials").
- ii. You acknowledge and stipulate that all of the Materials are expressive content that is fully protected by the First Amendment to the United States Constitution.
- iii. You acknowledge and understand that some or all of the Materials may be erotic in nature – and that they may contain graphic visual depictions of sexual activity and nudity, graphic audio portions of the same kind of content, and descriptions of sexually oriented and sexually explicit activities. You acknowledge that You are aware of the nature of the Materials provided by the Publisher and that you are not offended by such Materials, and that you access the Site freely, voluntarily, and willingly, and for your own personal enjoyment.
- iv. You understand that all of the information, data, text, images, audio, graphics, video, messages, or any other content on the site, whether posted publicly or transmitted privately through our messaging services, are the sole responsibility of the party from whom the content originated. This means that you are entirely responsible for any and all content that you upload, post, transmit, e-mail, message, or otherwise published via our services. We do not control the content posted on the user profiles, through the user messaging services, and as such we do not guarantee any accuracy, integrity, quality, or any other aspect of such posted content. You agree that by using any one of the network of websites covered by this Agreement, you very well may be exposed to content that you might find offensive, indecent, problematic, or otherwise objectionable. Under no circumstances will we accept liability in any way for any content posted by, uploaded by or transmitted by our users in any way at all.
- v. You acknowledge that Your profile may be utilized and displayed on other network sites operated by the Company. You hereby consent to make your profile available on other

network sites. Users may opt out of this feature by accessing their account settings.

d. Restrictions On Use Of Our Sites:

- i. You agree that You will only use the Site for purposes expressly permitted and contemplated by this User Agreement. You may not use the Site for any other purposes without Our express prior written consent.
- ii. Without Our express prior written authorization, You may not:
 - i. Duplicate any part of our Sites or the Materials contained therein (except as expressly provided elsewhere in this Agreement);
 - ii. Create any derivative works based on our Sites or any of the Materials contained therein, and You agree and stipulate that any and all derivative works are NOT "fair use";
 - iii. Use our Site or any of the Materials contained therein for any public display, public performance, sale or rental, and You hereby agree and stipulate that any and all such uses are NOT "fair use";
 - iv. Re-distribute our Sites or any of the Materials contained therein, and You hereby agree and stipulate that any and all such uses are NOT "fair use";
 - v. Remove any copyright or other proprietary notices from our Sites or any of the Materials contained therein;
 - vi. Frame or utilize any framing techniques in connection with our Sites or any of the Materials contained therein;
 - vii. Use any meta-tags or any other "hidden text" using our Sites' name or marks, and You hereby stipulate that any use of the Site's name or marks, or any other marks owned by the Publisher is an infringement upon the Publisher's trademark rights, and You stipulate to liquidated damages of \$5000 per such infringement, plus You agree to pay any and all fees incurred in the recovery of this amount, including attorney's fees and all associated costs.
 - viii. "Deep-link" to any page of our Sites (including the homepage), or avoid agreement to the Site's Terms & Conditions; you may only link to the main entry page;
 - ix. Circumvent any encryption or other security tools used anywhere on the Site (including the theft of user names and passwords or using another person's user name and password in order to gain access to a restricted area of the Site);
 - x. Use any data mining, bots, or similar data gathering and extraction tools on the Site;
 - xi. Decompile, reverse engineer, modify or disassemble any

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of the software aspect of the Materials except and only to

- the extent permitted by applicable law;
- xi. Sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the Materials or any of Your rights to access and use the Materials as granted specifically by this Agreement; or
- xii. Bookmark any page of the Site beyond the registration log-in screen.
- iii. UNACCEPTABLE CONDUCT FOR MEMBERS: All Members agree to be bound by the following general policies in connection with the Member's use of the site and services:
 - i. No defamatory, obscene, child pornographic, harassing, illegal, or otherwise objectionable content may appear on any profile or chat board and such content is prohibited from our internal messaging services as well;
 - ii. Member shall have no content on the Member's profile that promotes or facilitates illegal activity, or violates the rights of others such as copyright, trademark, other intellectual property infringement, right to privacy, right to publicity, or other similar rights;
 - iii. Member shall not incorporate prohibited content in the Member's profile. Prohibited content includes, but is not limited to: child pornography, incest, warez content, scatological content, death images, defecation, feces, urination, genital mutilation, underage teen modeling, actual or simulated rape, sexual violence, menstruation, obscenity, bestiality, threats of physical harm to persons or property, programs containing viruses, pirated software, wire fraud, drug trafficking, and/or violations of international export control laws. We, reserve the right to review and/or reject any content created and/or posted by the User and we may delete any profiles without warning.
 - iv. You agree to cooperate with the Publisher in causing any unauthorized use to cease immediately. At any time, if the Publisher provides a service enabling users to share information or communicate with other users, You agree not to publish, disseminate, or submit any defamatory, or illegal material while using the Site or other services included on the Site. You are solely responsible for submitting any material that violates any United States or International laws even if a claim arises after your service is terminated, and by doing so, Your actions shall constitute a material breach of this Agreement and the Site shall terminate all of Your rights under this Agreement.

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v. Interference. Except where expressly permitted by law, You may not translate, reverse-engineer, decompile, disassemble, or make derivative works from any of the Publisher's Materials or any other Materials from Our Site. User hereby agrees not to use any automatic device or manual process to oc or reproduce the Site or Materials, and will not use any device, software, computer code, or virus to interfere or attempt to disrupt or damage the Site or any communications on it. If You do not adhere to this provision of this Agreement, You hereby stipulate to and agree to pay liquidated damages of \$5000 plus any and all fees associated with recovery of these damages, including attorney's fees and costs.

e. STIPULATED LIQUIDATED DAMAGES:

- i. In various provisions in this Agreement, we have outlined liquidated damages amounts to be applied as penalties against You if You violate these specific provisions. You specifically agree to pay these amounts. In agreeing to pay liquidated damages, you acknowledge that this amount is not a penalty, that the actual damages are uncertain and difficult to ascertain, but that this amount represents the parties' good faith attempt to calculate an appropriate compensation based on anticipated actual damages.
- ii. For any breach of a portion of this Agreement that does not specifically state a liquidated damages amount, You hereby agree that any breach of this Agreement shall result in liquidated damages of \$100 per occurrence. You specifically agree to pay this \$100 in liquidated damages.
- iii. If We are required to enlist the assistance of an Attorney or other person to collect any liquidated damages or any other amount of money from You, or if We are required to seek the assistance of an Attorney to pursue injunctive relief against You, then You additionally agree that You will reimburse Us for all fees incurred in order to collect these liquidated damages or in order to seek injunctive relief from You. You understand that even a nominal amount of damages may require the expenditure of extensive legal fees, travel expenses, costs, and other amounts that may dwarf the liquidated damages themselves. You agree that You will pay all of these fees and costs.

f. DISCLAIMER OF WARRANTY:

- i. You expressly agree that use of the Site or any of the Materials contained therein is at Your own and sole risk. You also understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Site or any of the materials contained therein is done at Your own

discretion and risk and that You will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.

- ii. The Site and all materials contained therein are provided "as is" without warranty of any kind, either express or implied, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement.
- iii. Publisher makes no representations or warranties that the Site or any materials contained therein will be uninterrupted, timely, secure, or error free; nor does Publisher make any representations or warranties as to the quality, suitability, truth, usefulness, accuracy, or completeness of the Site or any of the materials contained therein.
- iv. You understand that Publisher cannot and does not guarantee or warrant that files available for downloading from the internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. Publisher does not assume any responsibility or risk for Your use of the internet.
- v. Publisher makes no warranty regarding any goods or services purchased or obtained through the Site or any transaction entered into through the Site and is not responsible for any use of confidential or private information by sellers or third parties.
- vi. Publisher may change any of the information found on this Site at any time without notice including this User Agreement without notice. Site owner makes no commitment to update the information found at this Site. Site makes no commitment to update the materials.
- vii. The warranties and representations set forth in this Agreement are the only warranties and representations with respect to this Agreement, and are in lieu of any and all other warranties, written or oral, express or implied, that may arise either by agreement between the parties or by operation of law, including warranties of merchantability and fitness for a particular purpose. None of these warranties and representations will extend to any third person.

g. DISCLAIMER AND INDEMNIFICATION:

- i. The provision of any services which is in violation of any laws is strictly prohibited. If We determine that You or any user has provided or intends to purchase or provide any services in violation of any law, your ability to use the Site will be terminated immediately. We do hereby disclaim any liability for damages that may arise from any user providing any services

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for any purpose that violates any law. You do hereby agree to defend, indemnify and hold Us harmless from any liability that may arise for us should You violate any law.

- ii. You also agree to defend and indemnify Us should any third party be harmed by Your illegal actions or should We be obligated to defend any claims including, without limitation, any criminal action brought by any party.
- iii. Our Site contains material that may be offensive to third parties. You agree to indemnify and hold Us harmless from any liability that may arise from someone viewing such material and You agree to cease review of the Site should you find it offensive.
- iv. You agree to defend, indemnify, and hold harmless the Publisher, its officers, directors, shareholders, employees, independent contractors, telecommunication providers, and agents, from and against any and all claims, actions, loss, liabilities, expenses, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from Your, or You under another person's authority including without limitation to governmental agencies, use, misuse, or inability to use the Site or any of the Materials contained therein, or Your breach of any of this User Agreement. Publisher shall promptly notify You by electronic mail of any such claim or suit, and cooperate fully (at Your expense) in the defense of such claim or suit. We reserve the right to participate in the defense of such claim or defense at its own expense, and choose its own legal counsel, but are not obligated to do so.
- v. This Service is for Amusement Purposes, only.
 - i. You understand and accept that our site, is an entertainment service. All profiles are provided for the amusement and entertainment of our members and our users.
 - ii. You understand, acknowledge, and agree that some of the user profiles posted on this site may be fictitious.
 - iii. You understand and accept that when you attempt to contact other users, these users may find amusement in your profile or communications. You understand and accept that no communications between you and other users is private, even if the Member profile to which you respond is created by Us. You hereby release Us and all other members of the Site from any liability for invasion of privacy, defamation, false light, and related torts, in the event that your communications or profile

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are made public – even if they are made public for the sole purpose of amusing others at your expense.

- ii. License To Use Your Information: With the exception of personal financial and billing information, You hereby grant to ugotposted.com and Company the perpetual, unlimited, royalty-free, world wide, non-exclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sub-license, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use, any information or other content You provide on or through this Site, or which is sent to us by e-mail, file transfer, or other correspondence, for any purpose whatsoever. We shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed by us in writing or required by law. You acknowledge that We have the right to include Your profile on our partner or affiliated websites, automatically, without any effort on your behalf. This will result in your profile receiving exposure on many more adult dating websites. If you prefer to limit the availability of your profile exclusively to the Site you originally joined, may do so by adjusting your profile settings. We shall not be obliged to delete any such information from the Site. Should you choose the option listed on the Site as "Remove my profile" ("Remove"), your profile will be removed from public view, but will not be deleted from the Site. Once You have selected the "Remove" option, parts of your profile may remain viewable by those members who have contacted You or been contacted by You via the Service's internal email or instant messaging systems. You represent and warrant that You have the right to grant the license set out above. You further agree that We may use your contact information for the purposes of sending or transmitting to you, information or promotional material relating to the Site, its partner/affiliate sites, or third party sites.
 - i. By uploading any photographs of yourself, you hereby swear that you own or control all intellectual property rights with respect to the uploaded photographs; and,
 - ii. You hereby irrevocably grant a non-exclusive right and license to us to:

- i. Reproduce, transmit, communicate, display, or distribute your submitted photographs, on or as part of our sites, on other Internet sites, or elsewhere, for promotional or commercial purposes, by means of any technology, whether now known or hereafter to become known;
 - ii. Reproduce your pics in digital form of display on the Internet (alone or in combination with other works, including, but not limited to, text, data, images, photographs, illustrations, animation, graphics, video, or audio segments, and hypertext links);
 - iii. Adapt, modify, or alter your photographs or otherwise create derivative works based upon your photographs; and for all other reasonable promotional or commercial uses either as part of the operation of our sites, or as a promotion or operation of any derivative or related businesses.
- i. The Site does not pre-approve any of its members or users, prior to their use of the Site. It is your responsibility to properly investigate the background, personality, criminal history, financial condition, or any other relevant factor affecting your potential compatibility with any other member or user, prior to communicating with, or meeting such person. Most importantly, USE COMMON SENSE! Do not provide any personal information to individuals who can misuse that information to your detriment. While the Site provides a venue for the exchange of information, ideas and emotion, it does not act as a guarantor of the accuracy of such information, and all users/members are encouraged to approach the veracity of any communications occurring on the Site with a healthy skepticism.
- ii. In light of the above, you hereby discharge, acquit, and otherwise release the Site, its parent company, its agents, employees, officers, directors, shareholders, attorneys, and affiliates, from any and all allegations, counts, charges, debts, causes of action, and claims relating in any way to the use of, or activities relating to the use of, the Site including, but not limited to claims relating to the following:
- i. Sexual Harassment, Negligence, Gross Negligence, Reckless Conduct, Alienation of Affections (to the extent recognized in any jurisdiction), Intentional Infliction of Emotional Distress, Intentional Interference with

Contract or Advantageous Business Relationship, Defamation, Statutory Rape, Misrepresentation or any claim based on Vicarious Liability for Torts committed by individuals met on or through the Site, including but not limited to fraud, assault, battery, stalking, rape, theft, cheating, perjury, manslaughter, suicide, or murder.

- ii. The above list is intended to be illustrative only, and not exhaustive of the types or categories of claims released by you. This release is intended by the parties to be interpreted broadly in favor of the Site, and thus any ambiguity shall be interpreted in a manner providing release of the broadest claims. This release is intended to be a full release of claims, and the parties acknowledge the legally binding nature of this provision, and the nature of the rights given up in connection therewith.

vi. LIMITATION OF LIABILITY:

- i. In no event shall Publisher (or its licensors, agents, suppliers, resellers, service providers, or any other subscribers or suppliers) be liable to You, or any other third party for any direct, special, indirect, incidental, consequential, exemplary, or punitive damages, including without limitation, damages for loss of profits, loss of information, business interruption, revenue, or goodwill, which may arise from any person's use, misuse, or inability to use the Site or any of the materials contained therein, even if Publisher has been advised of the probability of such damages. This is for any matter arising out of or relating to this Agreement, whether such liability is asserted on the basis of contract, tort or otherwise, even if Publisher has been advised of the possibility of such damages.
- ii. In no event shall Publisher's maximum total aggregate liability hereunder for direct damages exceed the total fees actually paid by You for use of a Site or Site for a period of no more than one (1) month from the accrual of the applicable cause or causes of action. Because some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You.

vii. LINKS AND LINKING:

- i. Some websites which are linked to the Site are owned and operated by third parties. Because the Publisher has no control over such websites and resources, You acknowledge and agree that Publisher is not responsible

- or liable for the availability of such external websites or resources, and does not screen or endorse them, and is not responsible or liable for any content, advertising, services, products, or other materials on or available from such websites or resources.
- ii. You further acknowledge and agree that Publisher shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, goods or services available on or through any such website or resource. If You decide to access any such third party website, you do so entirely at Your own risk and subject to any terms and conditions and privacy policies posted therein.
 - iii. Users further acknowledge that use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use for those websites, and not by this Site's User Agreement, Spam Policy, Webmaster Agreement, or Privacy Policy, which are incorporated into this Agreement by reference.
 - iv. Links to external websites (including external websites that are framed by the Site) or inclusions of advertisements do not constitute an endorsement by the Publisher of such websites or the content, products, advertising, or other materials presented on such Site, but are for user's convenience.
 - v. All users do hereby agree to hold the Publisher harmless from any and all damages and liability that may result from the use of links that may appear on the Site. The Publisher reserves the right to terminate any link or linking program at anytime.
- viii. TRADEMARK INFORMATION:
- i. Publisher and the aforementioned name of the Site is a service mark and/or trademark of the Site. The name of the Site and the name of the Publisher are considered trademarks owned by the Publisher. We aggressively defend our intellectual property rights.
 - ii. Other manufacturers' product and service names referenced herein may be trademarks and service marks of their respective companies and are the exclusive property of such respective owners, and may not be used publicly without the express written consent of the owners and/or holders of such trademarks and service marks.
 - iii. All of the marks, logos, domains, and trademarks that You find on the Site may not be used publicly except with

Terms Of Use: You Got Posted
express written permission from Publisher, and may not be used in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits Publisher.

ix. COPYRIGHT INFORMATION:

- i. The Materials accessible from the Site, and any other World Wide Website owned, operated, licensed, or controlled by Publisher, is the Publisher's proprietary information and valuable intellectual property and We retain all right, title, and interest in the Materials. The Site and its software are registered with the U.S. Copyright Office.
- ii. The Materials may not be copied, distributed, republished, modified, uploaded, posted, or transmitted in any way without the prior written consent of Publisher, except that you may print out a copy of the Materials solely for Your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Materials.
- iii. Modification or use of the Content except as expressly provided in this User Agreement violates the Publisher's intellectual property rights.
- iv. Neither title nor intellectual property rights are transferred to You by access to the Site.
- v. All Materials included on the Site, such as text, graphics, photographs, video and audio clips, music, soundtracks, button icons, streaming data, animation, images, downloadable materials, data compilations and software is the property of the Publisher or its content suppliers and is protected by United States and international copyright laws. The compilation of all Materials on the Site is the exclusive property of the Publisher or its content suppliers and protected by United States and international copyright laws, as well as other laws and regulations. © You Got Posted, all rights reserved.

x. NOTICE OF CLAIMED INFRINGEMENT:

The Publisher respects the intellectual property of others, and we ask our users to do the same. We voluntarily observe and comply with the United States' Digital Millennium Copyright Act. If You believe that Your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Publisher's Designated Copyright Agent the following information:

- An electronic or physical signature of the person authorized to act

on behalf of the owner of the copyright or other intellectual property interest;

- Description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on a Site;
- Your address, telephone number, and email address;
- A statement by You that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by You, made under penalty of perjury, that the above information in your Notice is accurate and that You are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
- You may send your Notice of Claimed Infringement to:
YouGotPosted.com
1765 Garnet Ave #27
San Diego, CA 92109
- **NOTICE AND TAKEDOWN PROCEDURES:** The Publisher implements the following "notice and takedown" procedure upon receipt of any notification of claimed copyright infringement:
 - a. The Publisher reserves the right at any time to disable access to, or remove any material or activity accessible on or from the Site or any Materials claimed to be infringing or based on facts or circumstances from which infringing activity is apparent.
 - b. It is the firm policy of the Publisher to terminate the account of repeat copyright infringers, when appropriate, and the Publisher will act expeditiously to remove access to all material that infringes on another's copyright, according to the procedure set forth in 17 U.S.C. §512 of the Digital Millennium Copyright Act ("DMCA"). The Publisher's DMCA Notice Procedures are set forth in the preceding paragraph. If the notice does not comply with Paragraph XIII and §512 of the DMCA, but does comply with three requirements for identifying Site that is infringing according to §512 of the DMCA, the Publisher shall attempt to contact or take other reasonable steps to contact the complaining party to help that party comply with the notice requirements.
 - c. When the Designated Agent receives a valid notice, the Publisher will expeditiously remove and/or disable access to the infringing material and shall notify the affected user. Then, the affected user may submit a counter-notification to the Designated Agent containing a statement made under penalty of perjury that the user has a good faith belief that the material was removed because of misidentification of the material.

After the Designated Agent receives the counter-notification, it will replace the material at issue within 10-14 days after receipt of the counter-notification unless the Designated Agent receives notice that a court action has been filed by the complaining party seeking an injunction against the infringing activity.

d. NOTICE OF CLAIMED INFRINGEMENT:

The Publisher respects the intellectual property of others, and we ask our users to do the same. We voluntarily observe and comply with the United States' Digital Millennium Copyright Act. If You believe that Your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Publisher's Designated Copyright Agent the following information:

- i. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- ii. Description of the copyrighted work or other intellectual property that you claim has been infringed;
- iii. A description of where the material that you claim is infringing is located on a Site;
- iv. Your address, telephone number, and email address;
- v. A statement by You that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement by You, made under penalty of perjury, that the above information in your Notice is accurate and that You are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
- vii. You may send your Notice of Claimed Infringement to:YOU GOT POSTED
1765 Garnet Ave Suite 27
San Diego, CA 92109
youtposted@gmail.com Please do not send other inquiries or information to our Designated Agent.

e. EXPORT CONTROL:

- i. You understand and acknowledge that the software elements of the Materials on the Site may be subject to regulation by agencies of the United States Government, including the United States Department of Commerce, which prohibits export or diversion of software to certain countries and third parties. Diversion of such Materials contrary to United States' or international law is prohibited.

- ii. You will not assist or participate in any such diversion or other violation of applicable laws and regulations.
- iii. You warrant that you will not license or otherwise permit anyone not approved to receive controlled commodities under applicable laws and regulations and that you will abide by such laws and regulations.
- iv. You agree that none of the Materials are being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals or be used for proscribed activities.
- f. NO AGENCY RELATIONSHIP: Nothing in this Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein.
- g. NOTICE:
- i. Notice. Any notice required to be given under this Agreement may be provided by email to a functioning email address of the party to be noticed, by a general posting on the Site, or personal delivery by commercial carrier such as Federal Express or Airborne. Notices by customers to Publisher shall be given by electronic messages unless otherwise specified in the Agreement.
 - ii. Change of Address. Either party may change the address to which notice is to be sent by written notice to the other party pursuant to this provision of the Agreement.
 - iii. When Notice is Effective. Notices shall be deemed effective upon delivery. Notices delivered by overnight carrier (e.g., United States Express Mail or Federal Express) shall be deemed delivered on the business day following mailing. Notices mailed by United States Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed given upon receipt. Notices by email and facsimile transmission, with confirmation from the transmitting machine that the transmission was completed, are acceptable under this Agreement provided that they are delivered one (1) hour after transmission if sent during the recipient's business hours, or 9:00 a.m. (recipient's time) the next business day. Either Party may, by giving the other Party appropriate written notice, change the designated address, fax number and/or recipient for any notice or courtesy copy, hereunder.
 - iv. Refused, Unclaimed, or Undeliverable Notice. Any correctly

addressed notice that is refused, unclaimed, or undeliverable, because of an act or omission of the Party to be notified shall be deemed effective as of the first date that said notice was refused or deemed undeliverable by the postal authorities, messenger, facsimile machine, email server, or overnight delivery service.

h. COMMUNICATIONS NOT PRIVATE: Publisher does not provide any facility for sending or receiving private or confidential electronic communications. All messages transmitted to Publisher shall be deemed to be readily accessible to the general public. Visitors should not use this Site to transmit any communication for which the sender intends only the sender and the intended recipient(s) to read. Notice is hereby given that all messages entered into this Site can and may be read by the agents and operators of this service, regardless of whether they are the intended recipients of such messages.

i. FORCE MAJEURE: Publisher shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond our reasonable control, including but not limited to: acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; war, riot, arson, embargoes, acts of civil or military authority, or terrorism; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, SPAM, or any failure of a computer, server or software, including Y2K errors or omissions, for so long as such event continues to delay the Site's performance.

j. JURISDICTION/DISPUTES:

i. Governing Law. This User Agreement and all matters arising out of, or otherwise relating to, this User Agreement shall be governed by the laws of New York, excluding its conflict of law provisions. The sum of this paragraph is that any and all disputes, must be, without exception, brought to court and litigated in New York, New York.

i. All parties to this Agreement agree that all actions or proceedings arising in connection with this Agreement or any services or business interactions between the parties that may be subject to this Agreement shall be tried and/or litigated exclusively in the state and federal courts located in New York, New York.

ii. The parties agree to exclusive jurisdiction in, and only in, New York, New York.

iii. The parties agree to exclusive venue in, and only in, New York, New York.

- iv. The parties additionally agree that this choice of venue and forum is mandatory and not permissive in nature, thereby precluding any possibility of litigation between the parties with respect to, or arising out of, this Agreement in a jurisdiction other than that specified in this paragraph.
- v. All parties hereby waive any right to assert the doctrine of forum non-conveniens or similar doctrines, or to object to venue with respect to any proceeding brought in accordance with this paragraph or with respect to any dispute under this Agreement whatsoever.
- vi. All parties stipulate that the state and federal courts located in New York, New York shall have personal jurisdiction over them for the purpose of litigating any dispute, controversy, or proceeding arising out of (or related to) this Agreement and/or the relationship between the parties contemplated thereby.
- vii. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it, as contemplated by this paragraph by registered or certified mail, Federal Express, proof of delivery or return receipt requested, to the parties address for the giving of notices as set forth in this Agreement.
- viii. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law if such enforcement becomes necessary.
 - i. Right to Injunctive Relief. Both parties acknowledge that remedies at law may be inadequate to provide an aggrieved party with full compensation in the event of the other party's breach, and that an aggrieved party shall therefore be entitled to seek injunctive relief in the event of any such breach, in addition to seeking all other remedies available at law or in equity.
 - ii. No Waiver. No waiver or action made by the Publisher shall be deemed a waiver of any subsequent default of the same provision of this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be

- iii. **Headings.** All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of this Agreement.
- iv. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties with respect to Your access and use of the Site and the Materials contained therein, and Your Membership with the Site, and supersede and replace all prior understandings or agreements, written or oral, regarding such subject matter.
- v. **Other Jurisdictions.** Publisher makes no representation that the Site or any of the Materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content may be illegal or is otherwise prohibited. Those who choose to access the Site from such locations do so of their own initiative and are solely responsible for compliance with all applicable local laws.

k. MISCELLANEOUS PROVISIONS:

- i. **Attorney's Fees.** In the event any Party shall commence any claims, actions, formal legal action, or arbitration to interpret and/or enforce any of the terms and conditions of this Agreement, or relating in any way to this Agreement, including without limitation asserted breaches of representations and warranties, the prevailing party in any such action or proceeding shall be entitled to recover, in addition to all other available relief, its reasonable attorney's fees and costs incurred in connection therewith, including attorney's fees incurred on appeal.
- ii. **Assignment.** The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be.
- iii. **Severability.** If for any reason a court of competent jurisdiction or an arbitrator finds any provision of this User Agreement, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of this User Agreement will continue in full force and effect.
- iv. **Complaints – California Residents:** The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or

- v. No Waiver. No waiver or action made by the Publisher shall be deemed a waiver of any subsequent default of the same provision of this User Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this User Agreement.
- vi. Headings. All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of this User Agreement.
- vii. Complete Agreement. This User Agreement constitutes the entire agreement between the parties with respect to Your access and use of the Site and the Materials contained therein, and your Membership with the Site, and supersede and replace all prior understandings or agreements, written or oral, regarding such subject matter.
- viii. Other Jurisdictions. Publisher makes no representation that the Site or any of the Materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content may be illegal or is otherwise prohibited. Those who choose to access the Site from such locations do on their own initiative and are solely responsible for determining compliance with all applicable local laws.

Content posted on this website

As a YouGotPosted user you may join the community of content contributors and submit Image & Video content (User Uploads) and textual content (Comments/Replies). User Uploads and chat is collectively referred to as User-Submitted Content. You understand YouGotPosted does not guarantee any confidentiality with respect to any User-Submitted Content, and that any User-Submitted content is specifically intended to be viewed by any age-qualified person viewing the YouGotPosted site.

You shall be solely responsible for your own User-Submitted Content and the consequences of posting or publishing content. In connection with User-Submitted Content, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents and permissions to use and authorize YouGotPosted to use all patent, trademark, trade secret, copyright, right to privacy, right to publicity, or other proprietary commercial or personal rights in and

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to any and all User-Submitted Content to enable inclusion and use of
the User-Submitted Content in the manner contemplated by the
YouGotPosted website and these Terms of Use.

You understand and agree that the Content displayed on
YouGotPosted is posted by third parties. YouGotPosted is not liable
or responsible for Content posted by third parties.

YouGotPosted claims immunity from liability to the fullest extent
under the law and as provided under the Communications Decency
Act for Content posted by third parties and nothing in this Agreement
is intended to waive, remove, or usurp such immunity.

You understand and agree that YouGotPosted may delete any
Content that in the sole judgment of YouGotPosted violates the
Terms of Use or which might be offensive, illegal, or that might
violate the rights, harm, or threaten the safety of YouGotPosted, its
employees, associates or users. YouGotPosted is not responsible
for any failure or delay in removing such Content.

This website may display images from, or otherwise link you, to other
websites on the Internet. These websites may contain information or
material that some people may find inappropriate or offensive. These
other websites are not under YouGotPosteds control, and you
acknowledge that YouGotPosted is not responsible for the accuracy,
copyright compliance, legality, decency, or any other aspect of the
content of such websites. The inclusion of such a link does not imply
endorsement of the website by YouGotPosted or any association
with its operators.

You are solely responsible for the Content that you post on this
website or otherwise transmit to other YouGotPosted users.

By posting Content on this website, you automatically grant, and
represent and warrant that you have the right to grant, to
YouGotPosted and visitors of YouGotPosted, an irrevocable,
perpetual, non-exclusive, fully-paid, worldwide license to use, copy,
perform, display and distribute such information, rights of publicity
and Content and to prepare derivative works of, or incorporate into
other works and other media, such information and Content, and to
grant and authorize sublicenses of the foregoing.

You acknowledge that YouGotPosted is acting as a passive conduit
of User-Submitted Content and that YouGotPosted is not undertaking
any obligation or liability relating to any content or activity on the
website. As such, YouGotPosted acts merely as a forum for the
expression of ideas, thoughts, and information. YouGotPosted is not

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responsible for any inaccurate, wrong, offensive, inappropriate, or defamatory content that is contained herein.

YouGotPosted is not responsible for any User-Submitted Content that violates a community norms or mores. YouGotPosted expects and demands that you comply with all federal, state, provincial and local laws when using the website and when submitting or posting Content to the website. If you are unsure whether or not Content will violate a law, you are urged to contact an attorney prior to posting the Content. YouGotPosted cannot enforce every jurisdictions laws for all Content that is posted to this site. As such, YouGotPosted is not responsible for the User-Submitted Content of the website.

YouGotPosted and its administrators reserve the right (but not the obligation) in their sole discretion to refuse, delete, move or edit any and all Content that it deems is in violation of the law (including trademark and copyright law), or is abusive, defamatory, obscene or otherwise unacceptable, and you expressly agree that removal of any content by YouGotPosted is not to be construed as endorsement of any remaining content, and you expressly agree that you will never assert that YouGotPosted edits or amends any content for the purpose of establishing that YouGotPosted is a producer or author of any User-Submitted Content viewed via the YouGotPosted services.

You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness, or lawfulness of such Content. In this regard you acknowledge that you may not rely on any Content created by YouGotPosted or User-Submitted Content transmitted to the website. You are responsible for all your Content that is uploaded, posted, emailed, transmitted or otherwise made available via the Service.

A partial list of content that is illegal or prohibited includes content that:

- Provides material that constitutes child pornography or which involves depictions of nudity or sexuality by an age-inappropriate-looking performer (i.e., someone who looks younger than 18, regardless of their actual age) or by a performer who is portrayed or otherwise made to appear as a person under the age of 18 by virtue of the script, make-up, demeanor, costuming, settings or props; This includes board posts or comments that talk about real life sexual accounts with underage individuals. This includes educational fictitious events;
- Exploits or solicits personal information from anyone under 18;
- Violates any national, federal, state, provincial or local laws, rules, regulations, or ordinances concerning obscenity;

- Provides material associated with rape or simulated rape;
- Harasses or invades the privacy of another person;
- Provides instructional information about illegal activities such as making or buying illegal weapons, violating someones privacy, or providing or creating computer viruses;
- Promotes an illegal or unauthorized copy of anothers copyrighted work, such as pirated computer programs or links to them, or providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- Involves transmission of junk mail, chain letters or unsolicited commercial email or spam;
- Promotes information you know is false, misleading or promotes illegal activity or conduct that is abusive, threatening, obscene, defamatory or libelous;
- Contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- Includes any material not fully in compliance with United States Code, Title 18, Section 2257 et seq or any other applicable statutes, or laws of any other jurisdiction concerning depictions of sexually explicit conduct;
- Solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- Involves sending advertisements in chat or instant messaging messages;
- Engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes;
- Includes any file or data stream that contains viruses, worms, Trojan horses or any other destructive features.

You agree that YouGotPosted may review complaints about User-Submitted Content and take action upon such complaints at its sole discretion.

You are solely responsible for any content you post and YouGotPosted will investigate and take legal action, in its sole discretion, against anyone who violates these Terms of Use, including removal of the offending post from the service and termination of your account. Please note that you may not permit any other person to use your account and that you must immediately inform us of any apparent breach of security, such as loss, theft or unauthorized disclosure or use of a username or password.

Code of conduct

You agree that you will not post, or otherwise distribute or facilitate distribution of any Content that:

- a. is illegal, unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy or publicity rights, tortious, or otherwise violates YouGotPosted's rules or policies;
- b. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- c. constitutes unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- d. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- e. contains information, material, or pictures of any person who is not both older than eighteen (18) years old and over the age of majority in such person's state, province, or country of residence; or
- f. that is otherwise prohibited on our Rules and Guidelines page.

You also agree that you will not:

- a. harvest or collect information about the users of this website;
- b. use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or communications;
- c. knowingly solicit or collect personal information from a minor under eighteen (18) years of age;
- d. use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission;
- e. use any device, software or routine to bypass or to interfere or attempt to interfere with the proper working of YouGotPosted;
- f. take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or
- g. act in bad faith against this website or YouGotPosted.

You further agree to use only your own account to login to this website, establish a secure password, and to not make your login credentials available to anyone else. You agree that you are responsible and liable for any actions on your account even if they are performed by a third party.

If you are on a computer terminal that may be accessed by persons

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other than yourself, you agree to log out of the website by clicking the
Logout button, and not to allow the browser to save or otherwise
store your personal username and password.

If you access the website and find it is already logged in under
another account, you must immediately logout of the website by
clicking the Logout button.

Any and all questions regarding these Terms and Conditions should
be submitted to:

youtgotposted@gmail.com

We believe that our website should be accessible only to
responsible and consenting adults. Therefore, we give users the
tools to restrict access to our website should they find that
necessary. We label ugotposted.com using available labeling
standards to represent ourselves as an adult website for mature
audiences only. This means that any filtering software should easily
block access to our website if it is installed and activated on your
computer. You may also use the Internet Explorer Content Advisor
that is built into every Internet Explorer web browser to filter out
websites that have labeled themselves as adult sites (as we have).
You may even Contact Us and ask us to ban your IP or username
from ever returning to this website and we would be happy to help.

I AGREE | I DISAGREE

[You Got Posted](#) | [Terms Of Use](#) | [18 U.S.C. § 2257 Compliance](#) | [Contact](#) | [Post Nudes](#)

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of 12/26/2012 between the following two parties:

The Assignor: Eric S. Chanson
Legal Address: 2 Columbia Place, Princeton Junction, NJ 08550

The Assignee: Kevin c Bollaert
Legal Address: 1765 Garnet Ave-#27, San Diego, CA 92109

WHEREAS, the Assignor, an individual domiciled in the State of New Jersey), owns the trademark "yougotposted." as shown in Appendix 1 (the "**Trademark**");

WHEREAS, the Assignee is an individual domiciled in the State of California;

WHEREAS, the Assignor wishes to assign the Trademark to the Assignee and the Assignee agrees to accept the assignment of the Trademark; and

WHEREAS, the Assignor executed a Trademarks Transfer Contract with the Assignee on 12/26/2012 (the "**Former Agreement**") and now the parties wish to amend the Former Agreement;

NOW, THEREFORE, in consideration the mutual covenants, representations, warranties and obligations set forth in this Trademark Assignment Agreement (this "**Agreement**"), the parties to the Former Agreement hereby agree that the Former Agreement shall be amended, restated, superseded and replaced in its entirety by this Agreement with effect from the date subscribed below, and the parties hereto further agree as follows:

1. Transfer of Trademark

The Assignor agrees to amend the registration of the Trademark to reflect the Assignee as the new registered owner thereof, and the Assignee agrees to accept such amendment of the Trademark registration. The Assignee shall pay to the Assignor the amount of \$360.00 in consideration of the amendment of the registration of the Trademark hereunder.

2. Registration Fees

The registration for the change of the owner of the Trademark shall be undertaken by the Assignor. The fees therefor are included in the amount set forth in Paragraph 1..

KB FC

3. Representations and Warranties

3.1 The Assignor hereby represents and warrants as follows:

3.1.1 the Assignor is an individual domiciled in the State of New Jersey.

3.1.2 the Assignor has the exclusive ownership of the Trademark and no rights or equity of any third party are infringed as a result of this Agreement. There are no litigation or any other disputes arising from or relating to the Trademarks.

3.1.3 the Assignor has full right, power, authority and capacity and all consents and approvals of any other third party and governmental agency necessary to execute and perform this Agreement, which shall not violate any enforceable and effective laws or contracts.

3.1.4 once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against him in accordance with its terms upon its execution.

3.1.5 the Assignor has not licensed and will not license the Trademark to any third party;

3.1.6 the Assignor will not engage in any action that will be detrimental to the validity of the Trademark after the completion of the assignment.

3.2 The Assignee hereby represents and warrants as follows:

3.2.1 The Assignee is an individual domiciled in the State of California.

3.2.2 The Assignee has full right, power, authority and capacity and all consents and approvals of any other third party and governmental agency necessary to execute and perform this Agreement, which shall not violate any enforceable and effective laws or contracts.

3.2.3 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against him in accordance with its terms upon its execution.

4. Effective Date and Term

This Agreement has been duly executed by the parties as of the date subscribed below, and shall be effective simultaneously.

Ko E

5.1 Governing Law. This User Agreement and all matters arising out of, or otherwise relating to, this User Agreement shall be governed by the laws of New York, excluding its conflict of law provisions. Any and all disputes shall be litigated in the court of the State of New Jersey as follows:

5.1.1 The parties agree that this choice of venue and forum is mandatory and not permissive in nature, thereby precluding any possibility of litigation between the parties with respect to, or arising out of, this Agreement in a jurisdiction other than that specified in this Paragraph 5.1.

5.1.2 All parties hereby waive any right to assert the doctrine of forum *non-conveniens* or similar doctrines, or to object to venue with respect to any proceeding brought in accordance with this paragraph or with respect to any dispute under this Agreement whatsoever.

5.1.3 All parties stipulate that the state and federal courts located in the State of New Jersey shall have personal jurisdiction over them for the purpose of litigating any dispute, controversy, or proceeding arising out of (or related to) this Agreement and/or the relationship between the parties contemplated thereby.

6. Service of Process

Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it, as contemplated by this paragraph by registered or certified mail, Federal Express, proof of delivery or return receipt requested, to the parties address for the giving of notices as set forth in this Agreement.

7. Full Faith and Credit

Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law if such enforcement becomes necessary.

8. Amendments and Supplements

Any amendment of or supplement to this Agreement shall be effective only by a written agreement signed by both parties. The amendment or supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

9. Severability

Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

10. Appendices

The Appendices referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.

11. Counterparts

This Agreement may be signed in multiple counterparts, which shall together constitute one and the same complete Agreement.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be executed as of the date set forth below.

Assignor: Eric S. Chanson

Signature: Eric C

Date: 01/11/13

Assignee: Kevin C Bollaert

Signature: KCB

Date: 3/7/13

KK FC

Domain Name Purchase Agreement

The current owner (hereinafter referred to as "Seller") of the domain names identified below (collectively, the "Domain Names") desires to sell all right, title and interest in the Domain Names to the Purchaser, and the Purchaser desires to acquire same right, title and interest in such Domain Names from the Seller. Therefore, it is agreed between the parties as follows:

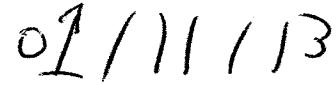
1. The Domain Names to be transferred from the Seller to the Purchaser are yougotpostedvideos.com, yougotposted.org, yougotposted.net, yougotposted.com, yougotposted.co, ugotposted.com, yougotposted.us, and yougotposted.biz .
2. The Seller agrees to transfer to the Purchaser all right, title and interest in and to the identified Domain Names, including any trademark rights associated with each domain name itself and all Internet traffic to the Domain Names. Notwithstanding, this Agreement does not relate to any Website content, which shall remain the property of the Seller.
3. As consideration for the sale of the domain name the Purchaser promises to pay the Seller the amount of \$20. This sum shall be paid within three (3) business days from the date this Agreement becomes effective. In the event that payment is not timely received this Agreement may be cancelled by the Seller at the Seller's sole discretion.
4. After receipt of full payment for the Domain Names, the Seller shall, within two (2) business days, take the actions required to transfer the registered ownership of the Domain Names.
5. Nothing in this Agreement shall be construed to in any way limit the right of the Seller to purchase, own, create and/or maintain any other Website.
6. This Agreement states the entire agreement between the parties concerning the purchase and sale of the identified domain name and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the State of New Jersey. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of New Jersey.
7. If any of the provisions of this Agreement shall be found to be unenforceable, the remaining provisions shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
8. The effective date of this Agreement shall be the date last signed by the parties.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Seller: Eric S Chanson



Signature



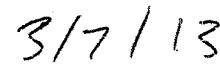
Date

Address: 2 Columbia Place, Princeton Junction, NJ 08550

Purchaser: Kevin C Bollaert



Signature



Date

Address: 1765 Garnet Ave #27, San Diego, CA 92109



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Logout Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

[TSDR](#) [ASSIGN Status](#) [TTAB Status](#) (*Use the "Back" button of the Internet Browser to return to TESS*)

youtgotposted

Word Mark	YOUGOTPOSTED
Goods and Services	IC 042. US 100 101. G & S: Computer services, namely, creating an on-line community for users to upload and comment on various types of media and engage in social networking in the fields of videos and photography. FIRST USE: 20121101. FIRST USE IN COMMERCE: 20121101
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85730045
Filing Date	September 15, 2012
Current Basis	1A
Original Filing Basis	NO FILING BASIS
Owner	(APPLICANT) BOLLAERT, KEVIN INDIVIDUAL UNITED STATES 1765 GARNET AVE #27 SAN DIEGO CALIFORNIA 92109
Assignment Recorded	ASSIGNMENT RECORDED
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [BROWSE Dict](#) [SEARCH OG](#) [TOP](#) [BOTTOM](#) [HELP](#)

[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)



Eric Steven <ericxsteven@gmail.com>

Serial number 85730045: Received Your Change of Owner's Address

1 message

teas@uspto.gov <teas@uspto.gov>
To: ericxsteven@gmail.com

Fri, Nov 9, 2012 at 12:23 PM

We have received your Change Of Owner's Address form below.

Application serial number(s) 85730045 has/have been amended as follows:

PTO Form 2197 (Rev 09/2005)

OMB No. 0651-0058 (Exp 09/30/2014)

Change Of Owner's Address

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	85730045
MARK SECTION	
MARK	YOU GOT POSTED
OWNER SECTION (current)	
NAME	Eric Chanson
STREET	2 Columbia Pl
CITY	Princeton Junction
STATE	New Jersey
ZIP/POSTAL CODE	08550
COUNTRY	US
PHONE	267-772-3908
EMAIL	ericxsteven@gmail.com
CORRESPONDENCE SECTION (current)	
ORIGINAL ADDRESS	ERIC CHANSON PRINCETON JUNCTION New Jersey 08550-1816 US 267-772-3908 ericxsteven@gmail.com

Input Field

Entered

NEW OWNER ADDRESS

INTERNAL ADDRESS	Suite 27
STREET	1765 Garnet Ave
CITY	San Diego
STATE	California
ZIP/POSTAL CODE	92109
COUNTRY	United States
PHONE	(619) 786-0710
EMAIL	ericxsteven@gmail.com

NEW CORRESPONDENCE ADDRESS FOR OWNER

NAME	Kevin C Bollaert
INTERNAL ADDRESS	Suite 27
STREET	1765 Garnet Ave
CITY	San Diego
STATE	California
COUNTRY	United States
POSTAL/ZIP CODE	92109
PHONE	(619) 786-0710
EMAIL	ericxsteven@gmail.com

YES

SIGNATURE SECTION

SIGNATURE	/eric chanson/
SIGNATORY NAME	Eric Chanson
SIGNATORY DATE	11/09/2012
SIGNATORY POSITION	Owner
SIGNATORY PHONE NUMBER	480-245-9250

FILING INFORMATION SECTION

SUBMIT DATE	Fri Nov 09 12:23:56 EST 2012
TEAS STAMP	USPTO/COA-50.82.160.103-2 0121109122356678898-85730 045-490142bd6b7322dba9da3 8aa428954cab8a-N/A-N/A-20 121109121925926065

Thank you,

The TEAS support team

Fri Nov 09 12:23:57 EST 2012

STAMP: USPTO/COA-50.82.160.103-20121109122356678898-85730045-
490142bd6b7322dba9da38aa428954cab8a-N/A-N/A-20121109121925926065

Appendix 1

Trademark:

<http://tess2.uspto.gov/bin/showfield?f=doc&state=4006:r14goz.2.1>

youtposted

Word Mark	YOUGOTPOSTED
Goods and Services	IC 042. US 100101. G & S: Computer services, namely, creating an on-line community for users to upload and comment on various types of media and engage in social networking
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85730045
Filing Date	September 15,2012 NO
Current Basis	FILING BASIS
Original Filing Basis Owner	NO FILING BASIS
Assignment Recorded	(APPLICANT) BOLLAERT, KEVIN C INDIVIDUAL UNITED STATES 1765 GARNET AVE #27 SAN DIEGO CALIFORNIA 92109
Type of Mark	ASSIGNMENT RECORDED
Register	SERVICE MARK
Live/Dead Indicator	PRINCIPAL
	LIVE

KB
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Section 230 of the Communications Decency Act

From Wikipedia, the free encyclopedia

Section 230 of the Communications Decency Act of 1996 (a common name for Title V of the Telecommunications Act of 1996) is a landmark piece of Internet legislation in the United States, codified at 47 U.S.C. § 230 (<http://www.law.cornell.edu/uscode/47/230.html>). Section 230(c)(1) provides immunity from liability for providers and users of an "interactive computer service" who publish information provided by others:

No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider.

In analyzing the availability of the immunity offered by this provision, courts generally apply a three-prong test. A defendant must satisfy each of the three prongs to gain the benefit of the immunity:

1. The defendant must be a "provider or user" of an "interactive computer service."
2. The cause of action asserted by the plaintiff must "treat" the defendant "as the publisher or speaker" of the harmful information at issue.
3. The information must be "provided by another information content provider," i.e., the defendant must not be the "information content provider" of the harmful information at issue.

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History

Section 230 of the Communications Decency Act was not part of the original Senate legislation, but was added in conference with the House of Representatives, where it had been separately introduced by Representatives Christopher Cox (R-CA) and Ron Wyden (D-OR) as the Internet Freedom and Family Empowerment Act and passed by a near-unanimous vote on the floor.^[citation needed] Unlike the more controversial anti-indecency provisions which were later ruled unconstitutional,^[citation needed] this portion of the Act remains in force, and enhances free speech by making it unnecessary for ISPs and other service providers to unduly restrict customers' actions for fear of being found legally liable for customers' conduct. The act was passed in part in reaction to the 1995 decision in *Stratton Oakmont, Inc. v. Prodigy Services Co.*,^[1] which suggested that service providers who assumed an editorial role with regard to customer content, thus became publishers, and legally responsible for libel and other torts committed by customers. This act was passed to specifically enhance service providers' ability to delete or otherwise monitor content without themselves becoming publishers. In *Zeran v. America Online, Inc.*, the Court notes that "Congress enacted § 230 to remove the disincentives to self-regulation created by the *Stratton Oakmont* decision."^[2] Under that court's holding, computer service providers who regulated the dissemination of offensive material on their services risked subjecting themselves to liability, because such regulation cast the service provider in the role of a publisher.^[citation needed] Fearing that the specter of liability would therefore deter service providers from blocking and screening offensive material, Congress enacted § 230's broad immunity "to remove disincentives for the development and utilization of blocking and filtering technologies that empower parents to restrict their children's access to objectionable or inappropriate online material."^[citation needed] In addition, *Zeran* notes "the amount of information communicated via interactive computer services is . . . staggering. The specter of tort liability in an area of such prolific speech would have an obviously chilling effect. It would be impossible for service providers to screen each of their millions of postings for possible problems. Faced with potential liability for each message republished by their services, interactive computer service providers might choose to severely restrict the number and type of messages posted. Congress considered the weight of the speech interests implicated and chose to immunize service providers to avoid any such restrictive effect."^[citation needed]

Limits

Section 230's coverage is not complete: it excepts federal criminal liability and intellectual property law.^[3] In *Perfect 10, Inc. v. CCBill LLC*,^[4] the Court of Appeals ruled that the exception for intellectual property law applies only to federal intellectual property law, reversing a district court ruling that the exception applies to state right of publicity claims.^[5] The *Friendfinder* court specifically discussed and rejected the Ninth Circuit's reading of "intellectual property law" in *CCBill* and held that the immunity does not reach state right of publicity claims.^[citation needed]

Controversy

Section 230 is controversial because several courts have interpreted it as providing complete immunity for ISPs with regard to the torts committed by their users over their systems. See, e.g., *Zeran v. AOL*, 129 F.3d 327, 330 (4th Cir. 1997), cert. denied, 524 U.S. 937 (1998), which held that Section 230 "creates a federal immunity to any cause of action that would make service providers liable for information originating with a third-party user of the service." This rule effectively protects online entities, including user-generated content websites, that qualify as a "provider or user" of an "interactive computer service." However some criticize Section 230 for leaving victims with no hope of relief where the true tortfeasors cannot be identified

or are judgment proof. For example, the plaintiff in Zeran was allegedly defamed by an unidentified user of AOL's bulletin board, but was unable to bring suit against the original poster due to missing records. Since Section 230 barred Zeran from obtaining damages from AOL, he obtained no redress for the harms the messages caused, including death threats that required the involvement of the FBI.

Case law

Defamatory information

- *Zeran v. AOL*, 129 F.3d 327 (4th Cir. 1997).^[6]

Immunity was **upheld** against claims that AOL unreasonably delayed in removing defamatory messages posted by third party, failed to post retractions, and failed to screen for similar postings.

- *Blumenthal v. Drudge*, 992 F. Supp. 44, 49-53 (D.D.C. 1998).^[7]

The court **upheld** AOL's immunity from liability for defamation. AOL's agreement with the contractor allowing AOL to modify or remove such content did not make AOL the "information content provider" because the content was created by an independent contractor. The Court noted that Congress made a policy choice by "providing immunity even where the interactive service provider has an active, even aggressive role in making available content prepared by others."

- *Carafano v. Metrosplash.com*, 339 F.3d 1119 (9th Cir. 2003).^[8]

The court **upheld** immunity for an Internet dating service provider from liability stemming from third party's submission of a false profile. The plaintiff, Carafano, claimed the false profile defamed her, but because the content was created by a third party, the website was immune, even though it had provided multiple choice selections to aid profile creation.

- *Batzel v. Smith*, 333 F.3d 1018 (9th Cir. 2003).^[9]

Immunity was **upheld** for a website operator for distributing an email to a listserv where the plaintiff claimed the email was defamatory. Though there was a question as to whether the information provider intended to send the email to the listserv, the Court decided that for determining the liability of the service provider, "the focus should be not on the information provider's intentions or knowledge when transmitting content but, instead, on the service provider's or user's reasonable perception of those intentions or knowledge." The Court found immunity proper "under circumstances in which a reasonable person in the position of the service provider or user would conclude that the information was provided for publication on the Internet or other 'interactive computer service'."

- *Green v. AOL*, 318 F.3d 465 (3rd Cir. 2003).^[10]

The court **upheld** immunity for AOL against allegations of negligence. Green claimed AOL failed to adequately police its services and allowed third parties to defame him and inflict intentional emotional distress. The court rejected these arguments because holding AOL negligent in promulgating harmful content would be equivalent to holding AOL "liable for decisions relating to the monitoring, screening, and deletion of content from its network -- actions quintessentially related to a publisher's role."

- *Barrett v. Rosenthal*, 40 Cal. 4th 33 (2006).^[11]

Immunity was **upheld** for an individual internet user from liability for republication of defamatory statement on a listserv. The court found the defendant to be a "user of interactive computer services" and thus immune from liability for posting information passed to her by the author.

- *MCW, Inc. v. badbusinessbureau.com*(RipOff Report/Ed Magedson/XCENTRIC Ventures LLC) 2004 WL 833595, No. Civ.A.3:02-CV-2727-G, (N.D. Tex. April 19, 2004).^[12]

The court **rejected** the defendant's motion to dismiss on the grounds of Section 230 immunity, ruling that the plaintiff's allegations that the defendants wrote disparaging report titles and headings, and themselves wrote disparaging editorial messages about the plaintiff, rendered them information content providers. The Web site, www.badbusinessbureau.com, allows users to upload "reports" containing complaints about businesses they have dealt with.

- *Hy Cite Corp. v. badbusinessbureau.com* (RipOff Report/Ed Magedson/XCENTRIC Ventures LLC), 418 F. Supp. 2d 1142 (D. Ariz. 2005).^[13]

The court **rejected** immunity and found the defendant was an "information content provider" under Section 230 using much of the same reasoning as the *MCW* case.

False information

- *Gentry v. eBay, Inc.*, 99 Cal. App. 4th 816, 830 (2002).^[14]

eBay's immunity was **upheld** for claims based on forged autograph sports items purchased on the auction site.

- *Ben Ezra, Weinstein & Co. v. America Online*, 206 F.3d 980, 984-985 (10th Cir. 2000), cert. denied, 531 U.S. 824 (2000).^[15]

Immunity for AOL was **upheld** against liability for a user's posting of incorrect stock information.

- *Goddard v. Google, Inc.*, C 08-2738 JF (PVT), 2008 WL 5245490, 2008 U.S. Dist. LEXIS 101890 (N.D. Cal. Dec. 17, 2008).^[16]

Immunity **upheld** against claims of fraud and money laundering. Google was not responsible for misleading advertising created by third parties who bought space on Google's pages. The court found the creative pleading of money laundering did not cause the case to fall into the crime exception to Section 230 immunity.

- *Milgram v. Orbitz Worldwide, LLC*, ESX-C-142-09 (N.J. Super. Ct. Aug. 26, 2010).^[17]

Immunity for Orbitz and CheapTickets was **upheld** for claims based on fraudulent ticket listings entered by third parties on ticket resale marketplaces.

Sexually explicit content and minors

- *Doe v. America Online*, 783 So. 2d 1010, 1013-1017 (Fl. 2001),^[18] cert. denied, 122 S.Ct. 208 (2000)

The court **upheld** immunity against state claims of negligence based on "chat room marketing" of obscene photographs of minor by a third party.

- *Kathleen R. v. City of Livermore*, 87 Cal. App. 4th 684, 692 (2001)^[19]

The California Court of Appeal **upheld** the immunity of a city from claims of waste of public funds, nuisance, premises liability, and denial of substantive due process. The plaintiff's child downloaded pornography from a public library's computers which did not restrict access to minors. The court found the library was not responsible for the content of the internet and explicitly found that section 230(c)(1) immunity covers governmental entities and taxpayer causes of action.

- *Doe v. MySpace*, 528 F.3d 413 (5th Cir. 2008)^[20]

The court **upheld** immunity for a social networking site from negligence and gross negligence liability for failing to institute safety measures to protect minors and failure to institute policies relating to age verification. The Does' daughter had lied about her age and communicated over MySpace with a man who later sexually assaulted her. In the court's view, the Does' allegations, were "merely another way of claiming that MySpace was liable for publishing the communications."

- *Dart v. Craigslist, Inc.*, 665 F. Supp. 2d 961 (N.D. Ill. Oct. 20, 2009)^[21]

The court **upheld** immunity for Craigslist against a county sheriff's claims that its "erotic services" section constituted a public nuisance because it caused or induced prostitution.

Discriminatory housing ads

- *Chicago Lawyers' Committee For Civil Rights Under Law, Inc. v. Craigslist, Inc.* 519 F.3d 666 (7th Cir. 2008).^[22]

The court **upheld** immunity for Craigslist against Fair Housing Act claims based on discriminatory statements in postings on the classifieds website by third party users.

- *Fair Housing Council of San Fernando Valley v. Roommates.com, LLC*, 521 F.3d 1157 (9th Cir. 2008) (*en banc*).^[23]

The Ninth Circuit Court of Appeals **rejected** immunity for the Roommates.com roommate matching service for claims brought under the federal Fair Housing Act^[24] and California housing discrimination laws.^[25] The court concluded that the manner in which the service elicited information from users concerning their roommate preferences (by having dropdowns specifying gender, presence of children, and sexual orientation), and the manner in which it utilized that information in generating roommate matches (by eliminating profiles that did not match user specifications), the matching service created or developed the information claimed to violate the FHA, and thus was responsible for it as an "information content provider." The court **upheld** immunity for the descriptions posted by users in the "Additional Comments" section because these were entirely created by users.

Threats

- *Delfino v. Agilent Technologies*, 145 Cal. App. 4th 790 (2006), cert denied, 128 S. Ct. 98 (2007).

A California Appellate Court unanimously **upheld** immunity from state tort claims arising from an employee's use of the employer's e-mail system to send threatening messages. The court concluded that an employer that provides Internet access to its employees qualifies as a "provider . . . of an interactive service."

Executive Order 13636

- Pursuant to Executive Order 13636, issued on February 12, 2013,^[26] and online legal interpretation thereon,^[27] internet companies, webhosts, and websites should act now to protect themselves from losses, including examining their insurance portfolios to ensure that adequate insurance coverage currently exists. If a company does not have stand-alone coverage for cyber risk, companies should highly consider acquiring cyberliability policies that can protect against either third-party or first-party losses, or both.

Third-party cybersecurity insurance policies may provide coverage for: liability for permitting access to identifying information of customers; transmitting a computer virus or malware to a third-party customer or business partner; failing to notify a third party of their rights under the relevant regulations in the event of a security breach; and potential "advertising injury," i.e., harms through the use of electronic media, such as unauthorized use or infringement of copyrighted material, as well as libel, slander, and defamation claims. Furthermore, first-party cybersecurity insurance policies may provide coverage for: the costs of providing notice to individuals whose identifying information was compromised; the costs associated with determining the scope of the breach and taking steps to stop the breach; public relations services to counteract the negative publicity that can be associated with a data investigation; the costs of responding to government investigations; the costs of replacing damaged hardware or software; the costs of responding to parties vandalizing the company's electronic data; and business interruption costs.

Moreover, with the imposition of this Executive Order, there likely will be increasing private litigation against companies that experience a cybersecurity incident, with the potential for significant losses resulting from governmental fines or damages awarded in litigation.

Legislation in other countries

European Union

Directive 2000/31/EC (<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32000L0031:EN:HTML>) establishes a safe haven regime for hosting providers:

- Article 14 establishes that hosting providers are not responsible for the content they host as long as (1) the acts in question are neutral intermediary acts of a mere technical, automatic and passive capacity; (2) they are not informed of its illegal character, and (3) they act promptly to remove or disable access to the material when informed of it.
- Article 15 precludes member states from imposing general obligations to monitor hosted content for potential illegal activities.

Australia

In *Dow Jones & Company Inc v Gutnick*,^[28] the High Court of Australia treated defamatory material on a

server outside Australia as having been published in Australia when it is downloaded or read by someone in Australia.

Gorton v Australian Broadcasting Commission & Anor (1973) 1 ACTR 6

Under the *Defamation Act 2005* (NSW),^[29] s 32, a defence to defamation is that the defendant neither knew, nor ought reasonably to have known of the defamation, and the lack of knowledge was not due to the defendant's negligence.

New Zealand

Failing to investigate the material or to make inquiries of the user concerned may amount to negligence in this context: *Jensen v Clark* [1982] 2 NZLR 268.

France

Directive 2000/31/CE was transposed into the LCEN law. Article 6 of the law establishes safe haven for hosting provider as long as they follow certain rules.

In LICRA vs. Yahoo!, the High Court ordered Yahoo! to take affirmative steps to filter out Nazi memorabilia from its auction site. Yahoo!, Inc. and its then president Timothy Koogle were also criminally charged, but acquitted.

Germany

In 1997, Felix Somm, the former managing director for CompuServe Germany, was charged with violating German child pornography laws because of the material CompuServe's network was carrying into Germany. He was convicted and sentenced to two years probation on May 28, 1998.^[30] He was cleared on appeal on November 17, 1999.^[31]

The Oberlandesgericht (OLG) Cologne, an appellate court, found that an online auctioneer does not have an active duty to check for counterfeit goods (Az 6 U 12/01).^[32]

In one example, the first-instance district court of Hamburg issued a temporary restraining order requiring message board operator Universal Boards to review all comments before they can be posted to prevent the publication of messages inciting others to download harmful files. The court reasoned that "the publishing house must be held liable for spreading such material in the forum, regardless of whether it was aware of the content."^[33]

United Kingdom

The laws of libel and defamation will treat a disseminator of information as having "published" material posted by a user and the onus will then be on a defendant to prove that it did not know the publication was defamatory and was not negligent in failing to know: *Goldsmith v Sperrings Ltd* (1977) 2 All ER 566; *Vizetelly v Mudie's Select Library Ltd* (1900) 2 QB 170; *Emmens v Pottle & Ors* (1885) 16 QBD 354;

References

1. ^ *Stratton Oakmont, Inc. v. Prodigy Services Co.*, 31063/94, 1995 WL 323710, 1995 N.Y. Misc. LEXIS 712 (http://w2.eff.org/legal/cases/Stratton_Oakmont_Porush_v_Prodigy/stratton-oakmont_porush_v_prodigy_et-al.decision) (N.Y. Sup. Ct. 1995).
2. ^ *Zeran v. Am. Online, Inc.*, 129 F.3d 327, 331 (4th Cir. 1997)
3. ^ 47 U.S.C. §§ 230(e)(1) (criminal) and (e)(2) (intellectual property); see also *Gucci America, Inc. v. Hall & Associates*, 135 F. Supp. 2d 409 (S.D.N.Y. 2001) (no immunity for contributory liability for trademark infringement).
4. ^ 481 F.3d 751 (9th Cir. Mar. 29, 2007; amended opinion issued May 31, 2007).
5. ^ Cf. *Carfano*, 339 F.3d 1119 (dismissing, inter alia, right of publicity claim under Section 230 without discussion). But see *Doe v. Friendfinder Network, Inc.*, 540 F.Supp.2d 288 (D.N.H. 2008) (230 does not immunize against state IP claims, including right of publicity claims).
6. ^ *Zeran v. AOL* (<http://pacer.ca4.uscourts.gov/opinion.pdf/971523.P.pdf>), 129 F.3d 327 (4th Cir. 1997).
7. ^ *Blumenthal v. Drudge* (<http://cyber.law.harvard.edu/property00/jurisdiction/blumenthal.html>), 992 F. Supp. 44, 49-53 (D.D.C. 1998).
8. ^ *Carafano v. Metrosplash.com* (<http://www.ca9.uscourts.gov/ca9/newopinions.nsf/23FE0B8E8A5093C188256D810068FB6F/%24file/0255658.pdf>), 339 F.3d 1119 (9th Cir. 2003).
9. ^ *Batzel v. Smith* (<http://bulk.resource.org/courts.gov/c/F3/333/333.F3d.1018.01-56556.01-56380.html>), 333 F.3d 1018 (9th Cir. 2003).
10. ^ *Green v. AOL* (<http://bulk.resource.org/courts.gov/c/F3/318/318.F3d.465.01-1120.html>), 318 F.3d 465 (3rd Cir. 2003).
11. ^ *Barrett v. Rosenthal* (<http://www.casp.net/cases/Barrett%20v.%20Rosenthal.html>), 40 Cal. 4th 33 (2006).
12. ^ *MCW, Inc. v. badbusinessbureau.com, L.L.C.* (<http://www.citmedialaw.org/sites/citmedialaw.org/files/2004-04-19-District%20Court%20Opinion.pdf>) 2004 WL 833595, No. Civ.A.3:02-CV-2727-G, (N.D. Tex. April 19, 2004).
13. ^ *Hy Cite Corp. v. badbusinessbureau.com*, 418 F. Supp. 2d 1142 (<http://www.citmedialaw.org/sites/citmedialaw.org/files/2005-12-27-Hy%20Cite%20v.%20Badbusinessbureau%20Order.pdf>) (D. Ariz. 2005).
14. ^ *Gentry v. eBay, Inc.* (http://w2.eff.org/legal/ISP_liability/CDA230/grace_v_ebay_1.pdf), 99 Cal. App. 4th 816, 830 (2002).
15. ^ *Ben Ezra, Weinstein & Co. v. America Online* (<http://bulk.resource.org/courts.gov/c/F3/206/206.F3d.980.99-2068.html>), 206 F.3d 980 (10th Cir. 2000).
16. ^ *Goddard v. Google, Inc.* (<http://docs.justia.com/cases/federal/district-courts/california/candee/5:2008cv02738/203854/48/>), C 08-2738 JF (PVT), 2008 WL 5245490, 2008 U.S. Dist. LEXIS 101890 (N.D. Cal. Dec. 17, 2008).
17. ^ *Milgram v. Orbitz Worldwide, LLC* (<http://www.scribd.com/doc/37008339/Milgram-v-Orbitz>), ESX-C-142-09 (N.J. Super. Ct. Aug. 26, 2010).
18. ^ *Doe v. America Online* (<http://www2.bc.edu/~herbeck/cyberlaw.janedoe.html>), 783 So. 2d 1010 (Fl. 2001)
19. ^ *Kathleen R. v. City of Livermore* (<http://www.techlawjournal.com/courts/kathleenr/20010306op.asp>), 87 Cal. App. 4th 684 (2001)
20. ^ *Doe v. MySpace* (<http://www.ca5.uscourts.gov/opinions%5Cpub%5C07/07-50345-CV0.wpd.pdf>), 528 F.3d 413 (5th Cir. 2008)
21. ^ *Dart v. Craigslist* (<http://pub.bna.com/eclr/dartvcraigslist.pdf>), 665 F. Supp. 2d 961 (N.D. Ill. Oct. 20, 2009).
22. ^ *Chicago Lawyers' Committee For Civil Rights Under Law, Inc. v. Craigslist, Inc.* (http://www.eff.org/legal/cases/clc_v_craigslist/craigslist_decision.pdf) 519 F.3d 666 (7th Cir. 2008).
23. ^ *Fair Housing Council of San Fernando Valley v. Roommate.com, LLC* (<http://www.ca9.uscourts.gov/datastore/opinions/2008/04/02/0456916.pdf>), 521 F.3d 1157 (9th Cir. 2008) (en banc).
24. ^ 42 U.S.C. § 3604(c) (<http://www4.law.cornell.edu/uscode/42/3604.html>).
25. ^ Cal. Gov. Code § 12955 (<http://info.sen.ca.gov/cgi-bin/displaycode?section=gov&group=12001-13000&file=12955-12956.2>).
26. ^ See Executive Order – Improving Critical Infrastructure Cybersecurity, <http://www.whitehouse.gov/the-press-office/2013/02/12/executive-order-improving-critical-infrastructure-cybersecurity>
27. ^ <http://www.jdsupra.com/legalnews/insurance-cybersecurity-regulations-wh-35583/>
28. ^ *Dow Jones & Company Inc v Gutnick*, Aust Torts Reports ¶81-682, (2003) (<http://www.kentlaw.edu/perritt/courses/civpro>)

- /Dow%20Jones%20&%20Company%20Inc_%20v%20Gutnick%20%5B2002%5D%20HCA%2056%20(10%20December%2002).htm)
29. ^ *Defamation Act 2005* (http://www.austlii.edu.au/au/legis/nsw/consol_act/da200599/)
30. ^ <http://www.gseis.ucla.edu/iclp/fsomm.html>
<http://www.kuner.com/data/reg/somm.html>
31. ^ <http://www.digital-law.net/somm/commentary.html> <http://news.bbc.co.uk/1/hi/world/europe/524951.stm>
32. ^ <http://www.heise.de/newsticker/BGH-Online-Auktionshaeuser-muessen-Angebote-von-Plagiaten-sperren--/meldung/45495>
33. ^ <http://www.heise.de/english/newsticker/news/67029>
- 47 U.S.C. § 230 (<http://www.law.cornell.edu/uscode/47/230.html>)
 - Margaret Jane Radin et al., *Internet Commerce: The Emerging Legal Framework* 1091-1136 (2nd ed. 2006)
 - The Universal Declaration of Human Rights - Article 12
 - International Covenant on Civil and Political Rights - Article 17 (1), (2)
 - U.S. reservations, declarations, and understandings, International Covenant on Civil and Political Rights, 138 Cong. Rec. S4781-01 (daily ed., April 2, 1992). (<http://www1.umn.edu/humanrts/usdocs/civilres.html>) Section II (5)

External links

- Full text of the Telecommunications Act of 1996 (<http://www.fcc.gov/Reports/tcom1996.txt>).
- Citizen Media Law Project's primer on Section 230 (<http://www.citmedialaw.org/legal-guide/immunity-online-publishers-under-communications-decency-act>)
- Cybertelecom :: The Communications Decency Act (<http://www.cybertelecom.org/cda/cda-up.htm>)
- Electronic Frontier Foundation FAQ (<http://www.eff.org/bloggers/lg/faq-230.php>) on Section 230
- Kenneth Zeran Commentary (http://www kennethzeran.com/zeran_sec_230_commentary.html)
- Wikimania 2006: Section 230: At the Gates between Liability for Harmful Speech and Wikipedia (http://wikimania2006.wikimedia.org/w/index.php?title=Section_230:_At_the_Gates_between_Liability_for_Harmful_Speech_and_Wikipedia&oldid=565344038) audio lecture.

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